The Solicitors' Journal
and Weekly Reporter.

(*ESTABLISHED IN 1857.*)

LONDON, APRIL 19, 1919.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:
£2 12s.; by Post, £2 14s.; Foreign, £2 16s.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Prime Minister on the Peace Negotiations.

THE PRIME MINISTER did not, in his speech in the House of Commons on Wednesday, throw much light on the Peace deliberations at Paris, nor was it to be expected, or, perhaps, desired, that he should. "Open covenants of peace, openly arrived at." Well, no doubt we shall get to that in time. Hitherto there has been a necessary smoothing out of inter-Allies difficulties, and this was not a matter for public debate. And, after all, as Mr. LLOYD GEORGE said, we want a peace that shall be just, and not vindictive, and, we may add, which will not lead to any but very brief armed occupation. We are not concerned in these pages with election pledges, and we are content to pass them by. But there is one principle that must always govern the infliction of indemnities. These do not press on the authors of the war, but on the people of the vanquished country, and they must not be so heavy as to reduce that people to virtual slavery, or to prevent a once great Power from recovering her place in the councils of the world. Great Britain, to her credit, recognized the latter point in regard to France in the Treaty of Paris of 1814, and it will, we do not doubt, be recognized now in regard to Germany. *A fortiori*, there can be no indemnities which, by upsetting the natural course of trade, hurt the conquerors in common with the conquered.

The Reconstruction Bills.

THE PRESENT Session of Parliament has seen the starting of five measures of first importance—the Ministry of Health Bill, the Ministry of Ways and Communications Bill, the Housing, Town Planning, &c., Bill, the Land Settlement (Facilities) Bill, and the Acquisition of Land (Assessment of Compensation) Bill. The first of these—the Ministry of Health Bill—has passed the House of Commons and is now in the House of Lords. We propose next week to note the changes which have been made in it since its introduction. We have already described its general scheme (*ante*, p. 385). The Ministry of Ways and Communications Bill—more shortly the Transport Bill—is having a somewhat chequered career in Committee. The extensive powers of acquiring undertakings by the simple process of Order in Council has been dropped, and the inclusion of electrical control has been postponed to enable a separate

Electricity Bill to be introduced. The Housing Bill has been read a second time, and awaits consideration in Committee, but it is beginning to be realized that the progress of housing is going to be slow. "It is a far cry," says a writer in the *Times Trade Supplement* of last Saturday, "from the preparation of plans to the setting out of foundations, and the public must be warned not to expect too much." And the Land Settlement Bill has been subjected in the second reading debate to some keen criticism.

The Land Valuation Bill.

THAT THERE has been only slow progress made with the Government's measures of reconstruction is no more than was to be expected. A dictator might do things more quickly. To adapt Mr. Justice DARLING'S reference to CINCINNATUS, in his interesting summing up in the *Le Bas case*—which was singularly ignored by the jury—a CINCINNATUS, having served his country by a thorough social reconstruction, would once more harness his horses, which he had turned out to grass, to his plough, and go on "ploughing his lonely furrow, as others have done." But, indeed, we barely got as far as a dictator for the war, and for the peace we have to be content with many counsels and slow progress. Perhaps the Bill which has met with the most severe handling is the Acquisition of Land Bill. The root objection to that, as Mr. LESLIE SCOTT, keen for the honour of his Reports, pointed out, was that it only touched valuation, and did not deal with the machinery for the granting of compulsory powers; nor does it deal with the question of betterment. The Attorney-General met this by stating that the rest of the matter covered by the Committee's reports—the question of valuation is the chief subject of the second—is under consideration, and the Bill was read a second time on the 10th inst. We are glad to see that Mr. LESLIE SCOTT took exception, also—as we suggested ought to be done (*ante*, p. 404)—to the proposals for forbidding appeals from the King's Bench Division in valuation matters, and as to making the admission of lawyers before the valuer dependent on his consent. The question of having a panel of referees who may not practise, or of taking them from practising surveyors, is another matter which requires to be considered. But substantially the great point of debate will be the basis on which compensation is to be made. An interesting survey of the subject is contained in an article by Mr. BALFOUR BROWNE, K.C., on "Compulsory Purchase of Land," in the new issue of the *Journal of Comparative Legislation and International Law.*

Trustees' Investments in War Loans.

THE DECISION of SARGANT, J., in *Re Head* (*Times*, 28th March) that trustees have, under the war legislation, a general power of investing in War Loans, notwithstanding any restriction imposed by the terms of the trust instrument, will be found useful in practice. In that case there was an express prohibition in the will of the testator against the investment of more than £500 in any one security. The War Loan (Trustees) Act, 1915, was the first measure to give special war investment facilities to trustees, but that contemplated borrowing for the purpose of converting existing securities and taking up stock or bonds issued under the War Loan Act, 1915, and, though section 3 also contains a general authority for investment, it is limited to investment in the loan under that Act. But the Finance Act, 1917, by section 35 goes further, and, while it extends the power of borrowing to borrowing for subscribing to any War Loan, it applies generally to investments in such securities. Hence, in the present case the learned Judge held that the trustees could invest in War Loans without regard to the £500 limit.

Excess Profits Duty and Professions.

TWO DECISIONS of interest, in opposite senses, have just been given on questions arising in connection with excess profits duty. Section 39 of the Finance (No. 2) Act, 1915, exempts from liability to excess profits duty—(c) the profits of a "profession" when these are "dependent mainly on the professional qualifications of the person by whom the profession is carried on, and in which no capital expenditure is required, or only capital expenditure of a comparatively small amount." Now in *Barber & Sons* v. *Inland Revenue Commissioners* (*Times*, 11th inst.) ROWLATT, J., had to consider whether the vocation of a stockbroker is a "business" or a "profession"—in the former case liable to the duty, in the latter case exempt. Of course, a stock jobber's business is not a profession; he is merely a merchant whose stock-in-trade consists of shares; but a stockbroker is not a merchant. In the present case it was shewn that the capital required was very small, only ¼ per cent. of the turnover of business. The clients, it was contended, rely on the broker's judgment and expert knowledge. Against this, one gets the plain fact that brokers are commission agents who buy and sell for a commission, and such agency is a well recognized business; indeed, section 39 expressly includes "the business of any person taking commissions in respect of any transactions or services rendered." So Mr. Justice ROWLATT refused to treat stockbroking as a profession, or even to sever the advisory from the brokerage part of the vocation. The other case, *Commissioners of Inland Revenue v. Maxse* (*ante*, p. 429), raised the equally interesting question whether a publisher of a periodical who edits it, and also writes most of its contents, is to be treated as a business or a professional man for the purposes of assessment to this duty. Here the Court of Appeal accepted as correct the rule that both vocations should be separately valued, and the publishing part of the profits alone assessed to excess profits duty, a rule laid down in *Commissioners of Inland Revenue* v. *Ransom* (1918, 2 K. B. 709). *The National Review*—the periodical in question—was to be debited with a reasonable sum to the credit of the proprietor in his capacity of editor and contributor; the balance over this sum is business profit, and assessable to duty as such.

Deduction of Penalty in Income Tax Returns.

AN INTERESTING point of pure logic arose in *Commissioners of Inland Revenue* v. *E. C. Warnes & Co.* (*Times*, 12th inst.). A trading company had been sued for breach of a restriction imposed by the Customs (War Powers) Act, 1915, s. 5 (1), for the purpose of hindering indirect dealings with enemies through neutrals, and they had settled the penal action by payment of £2,000, a mitigated penalty which was to cover the costs of the Crown. It was a case of carelessness only, and all imputations of moral culpability were withdrawn. The company claimed that this was a "loss connected with and arising out of the trade or business," and therefore to be deducted in making a return of profits within the terms of Schedule D, Rule 3, Case 1, of the Income Tax Acts. And certainly at first sight this contention seems logically unanswerable. But the reply is that the trade or business is the *ultimate*, but not the *proximate*, cause of the loss. The wrongful act of the company exposed it to penal liability, and therefore was the *causa proxima* of the loss. A penal liability of this sort, then, is not immediately derived from the conduct of the business to which it relates, and so is not a subtrahendible deduction. A rather different but analogous case, in fact, came up ten years ago in *Smith* v. *Lion Brewery Co.* (*Limited*) (1911, A. C. 150). Here a brewery company owned a tied house, in respect of which it had to pay a compensation levy; this it considered to be an "expense" connected with its business, and therefore deductible for income tax assessment. The Court of Appeal held in its favour, and this decision was affirmed in the House of Lords, as their lordships were equally divided. Lords HALSBURY and ATKINSON took the view that the levy was an expense of the business, whereas Lords SHAW and LOREBURN considered it to be a tax upon the business, and as such not deductible in assessing taxable income. As the counsel who argued the case included such revenue experts as Sir ROBERT FINLAY, Sir RUFUS ISAACS, and Mr. ROWLATT, K.C., the arguments as well as the judgments in the case are peculiarly instructive. And generally as to the deduction of damages and costs for income tax, and consequently for excess profit duty, purposes, see *Strong & Co.* v. *Woodifield* (1906, A. C. 452); Murray & Carter's Guide to Income Tax Practice, 7th ed., pp. 272, *et. seq.*

Connivance and Condonation.

An interesting and apparently novel question came before Coleridge, J., recently in *Everett* v. *Everett* (Weekly Notes, 1919, p. 96). A husband petitioned for divorce on account of the wife's adultery. The wife counter-petitioned for judicial separation on account of the husband's cruelty and conduct conducing to her adultery. A jury found the wife's adultery proved, but also the cruelty and connivance alleged against the husband. The husband's claim to a divorce was, of course, barred. But the Judge had to consider whether he could exercise in the wife's favour his discretion to grant a judicial separation, notwithstanding her adultery. The old rule of the Ecclesiastical Courts is clear; a wife who had committed adultery did not come into court with clean hands, and therefore could not claim relief for acts of cruelty to herself. This old rule now governs the grant of judicial separation in the Divorce Court under the Matrimonial Causes Act, 1857, s. 22. But an exception has gradually come to be recognized. If the husband condones the adultery it is cancelled, and the wife can then claim relief for subsequent cruelty on his part: *Seller* v. *Seller* (1859, 1 Sw. & Tr. 482). The exception was doubted in *Otway* v. *Otway* (1888, 13 P. D. 141); but Coleridge, J., disregarded this later case and held that the older law recognized condonation as a cancellation of adultery. The question then faced him whether connivance or conduct conducing to the adultery had the same fact. The view he took was that such conduct is in law implied condonation, and therefore has the same effect as express condonation. And so he exercised his discretion by granting the wife the judicial separation for which she had counter-claimed.

The Whole Duty of an Undertaker.

For legal purposes an undertaker is a person, or usually a body of persons, who undertake some work of public utility. The very necessary part of the community who undertake the seemly furnishing of the last rites to the dead are much less rarely before the courts, but the legal position of one of them under his contract came before the Divisional Court (A. T. Lawrence and Lush, JJ.) recently in *Vigers* v. *Cook* (reported elsewhere). One curious feature of the case was that the authorities cited had nothing to do with undertaking funerals, which was the question in *Vigers* v. *Cook*, but with building contracts: *Sumpter* v. *Hedges* (46 W. R. 454, 1 Q. B. 673) and *Dakin* v. *Lee* (59 Solicitors' Journal, 650; 1916, 1 K. B. 566). In the former case a builder contracted to erect certain buildings for a lump sum, but left them unfinished, and the owner finished them. The builder was held not entitled to recover as on a *quantum meruit* for the work he had done. In *Dakin* v. *Lee*, Sankey, J., stated three propositions applicable where a builder has done work under a lump sum contract, but has departed from its terms. He cannot recover (1) if the work has been of no benefit to the owner; (2) if it is entirely different from what he contracted to do; or (3) if he has abandoned the work and left it unfinished. In *Vigers* v. *Cook* a term of the contract for the funeral was that the body should be taken into a church for a religious service which was to be held there. The undertaker, owing to his misjudged action, could not carry out this part of the contract, though he did not wilfully abandon it. The plaintiff contended that the defendant had got some benefit from what was done; but, on the other hand, on a broad view what was done was entirely different from what the undertaker contracted to do. Mr. Justice Lawrence thought there was no helpful analogy between an unfinished building contract and a contract for a funeral, and that the application of the principle of *quantum meruit* was impossible. The object of funeral arrangements, he said, was not merely burial, but the satisfaction of certain social and religious and family sentiments. The religious service, with the body present in church or chapel, is often of the very greatest importance and significance, as it was in this instance. If those sentiments are shocked by the mode of conducting the funeral, it may be said that the contract is wholly unperformed, and it is irrelevant whether payment is to be by a lump sum or otherwise. Yet it would seem that this is concisely expressed in Mr. Justice Sankey's second proposition in *Dakin* v. *Lee;* and there is the same result, that the undertaker is not entitled on a *quantum meruit*—the decision in fact of *Vigers* v. *Cook*.

Gifts of Chattels and Delivery.

A gift of chattels that are already in the possession of the donee must be a fairly common occurrence. However, it was contended recently that such a gift was not valid without a fresh delivery where the gift itself was made by word of mouth. The point was dealt with elaborately by P. O. Lawrence, J., in *Re Stoneham* (1919, 1 Ch. 149; *ante*, p. 192), to which we have already shortly referred (*ante*, p. 186), and the contention that this gift was invalid did not prevail. The case is worth studying as a further definite step in the exposition of the law relating to parol gifts of chattels. A testator had certain old oak furniture, arms, and armour in one of his two residences. The claimant in the case went in 1910 into occupation of the residence where these chattels were, and in 1913 the testator made a verbal gift to him of the chattels. The claimant's right to the ownership of the chattels (which had to be determined after the testator's death) chiefly depended on whether any further delivery of the chattels was necessary to complete the verbal gift. The law as to the necessity of delivery to complete a verbal gift, where the chattels are capable of delivery, was fully gone into by the Court of Appeal in *Cochrane* v. *Moore* (1890, 25 Q. B. D. 57). That case, it was pointed out by P. O. Lawrence, J., affirmed "the proposition that where chattels capable of delivery are not in the possession of the donee a parol gift of such chattels is not effectual to pass the property in the chattels to the donee unless accompanied or followed by delivery." The learned Judge went on to observe that this did not imply that, where a chattel was already in the possession of the donee when the gift was made, a further delivery was necessary to render the gift effectual: "I can see no distinction between a delivery antecedent to the gift and a delivery concurrent with or subsequent to the gift." Reference was made to a passage in Britton (quoted in *Cochrane* v. *Moore*) as shewing that "all the law requires in the case of a verbal gift of chattels is that the property in and the possession of the chattels should unite in the recipient." The very point that here arose would have been covered by the case of *Cain* v. *Moon* (1896, 2 Q. B. 283), but that the latter related to a *donatio mortis causa* and not a gift *inter vivos*. The law of gifts *inter vivos* was, however, in that case said to be the same, and the illustration was put of a man lending a book to a friend and subsequently telling him he could keep it. On an examination of all these (and other) authorities P. O. Lawrence, J., came to the conclusion that the verbal gift of the chattels in question to the claimant was valid by reason of their being already in his possession.

Exclusion of Young Children from Apartment Houses.

There is good authority for the statement that an increase in the number of children brings with it an increase in the strength of the parents, but the writings of Dr. Malthus and others have taught us that such an increase does not necessarily increase the supply of food on which the children are to live. The mighty forces of modern warfare and the apparition of what is known as "the yellow peril" have, however, of late years caused us to return to the belief in an increasing population, and to view with anxiety any check in this increase such as is afforded by a decline in the birth-rate. But there is little comfort in children if they are threatened with early death or with permanent sickness, and the mortality among those who are crowded together in the poorer streets of our larger towns is very great, and even in the case of the children of the wealthier classes it cannot be said that the provision for their housing is reasonably adequate. The occupiers of urban houses have discovered that the expense of running them is becoming intolerable, and that they escape much of this expense by living in flats which are, of course, wholly unsuited for the residence of children. The migration

of London into flats may take many years to accomplish, but once achieved it must surely be accompanied by a heavy decline in the birth-rate. Nor must we forget that in the case of lodging houses and similar tenancies every effort is made by the landlords to exclude children on the ground that they are noisy and a nuisance to their immediate neighbours. The Legislature has now come to the rescue of the children of the United States, and we read that an enactment has been made by the State of New York whereby the exclusion of children from the apartment houses or flats of the great city is prohibited under heavy penalties. Whether the Government of this country intend in their Housing Bill to introduce any similar provision we do not know, but the matter is truly worthy of our best attention.

The Indestructible Settlement.

II.

In his judgment in *Re Cope and Wadland's Contract* (shortly stated *ante*, p. 426) Sargant, J., said:

> "In the view here taken it is unnecessary to do more than quite briefly to refer to an additional argument on behalf of the vendor founded on *Re Spearman* (1906, 2 Ch. 502). That part of the judgment in that case which decided that the old life estate was restored must no doubt be taken as overruled by *Re Constable's Settled Estates*, but this does not affect the main decision, which recognized that the father and son, as together absolutely entitled to the full unincumbered inheritance, could make any disposition they should choose of the estate. Here the father and son were in the same position as in *Re Spearman*, and they chose to make an arrangement under which the father was to be placed in the same position as under the will both as regards estate and as regards power. And this being so, I think that the father could thereafter sell under precisely the same conditions as before."

It is true that there is, for present purposes, a complete resemblance between *Re Spearman* and *Re Cope and Wadland*, but there is a material difference between those cases and such cases as *Re Cornwallis-West* and *Re Constable*. Disregarding immaterial details, it is for present purposes sufficiently accurate to say that in each of the four cases the father and son conveyed their estates to grantees to the uses of the original settlement, subject to an overriding general power of appointment exercisable by the father and son jointly. But here the resemblance ceases. In *Re Cornwallis-West* and *Re Constable* the power was exercised, and the result was that in each of those cases the tenant for life took a new estate, in accordance with the well-known rule that the exercise of a power of appointment divests the estates limited in default of appointment and creates new estates (Farwell on Powers, 3rd ed., 310). In *Re Spearman* and in *Re Cope and Wadland*, on the other hand, the power was never exercised, and the result obviously was that in each of those cases the tenant for life and tenant in tail had the estates to which they were entitled in default of appointment. It is submitted that the estates to which they were so entitled had the same qualities and incidents as the estates limited to them by the original settlement, because, in the technical language of bygone generations, they were "in of the old use."

The doctrine of the old use is a highly artificial one, but it is not difficult to grasp if we proceed by degrees. In such a case as *Re Spearman* or *Re Cope and Wadland* the primary object of disentailing the land is to create a mortgage, annuity, or the like, in priority to the estate of the tenant for life, and not to disturb the main limitations of the original settlement. For this purpose it is necessary that the tenant for life and the tenant in tail should convey their estates to a grantee to uses, but he is a mere nominee; he gives no consideration for the conveyance, and therefore the "use" or beneficial ownership of the land does not pass to him; it remains in the grantors. Such a use is commonly called a "resulting use," a phrase which is somewhat misleading, for it has led writers on the law of real property to suppose that the use passes to the grantee by the conveyance and then returns to the grantor; this is a vulgar error, as has been pointed out in these columns (*ante*, p. 81). It follows that in the case supposed the effect of the disentailing deed is that the seisin passes to the grantee, and that he holds to the use of the grantors; consequently the Statute of Uses instantaneously gives them legal estates having the same nature and incidents as their estates under the original settlement. An express declaration contained in the disentailing deed that the land shall go to the uses of the original settlement is inserted in order to rebut any presumption of a contrary intention, but it does not prevent the grantors from taking by virtue of their old uses.

It has been suggested that the doctrine above stated has been abolished by section 3 of the Inheritance Act, 1833, and it must be admitted that the suggestion is to be found in a work of high authority: Davidson's Precedents in Conveyancing, vol. 3, p. 596. After discussing the way in which the powers annexed to a life estate can be preserved on the occasion of a resettlement, the learned editors express the opinion that where the tenant for life conveys and takes a relimitation of his life estate, the powers annexed to it can be preserved by an expression of intention to that effect, "whether he is strictly speaking in of the old use or not, a question on which the Inheritance Act of 3 & 4 W. 4, c. 106, s. 3, enacting that under his own assurance the grantor is to take as a purchaser and not to be considered entitled as [of] his former estate, may be thought to have some bearing." It is to be regretted that so important a suggestion should have been made in this casual and inconclusive fashion. There is, it is submitted, no foundation for it. Before 1833 the rule was that if a man acquired land by descent and conveyed it to his own use or to the use of his heirs, this did not "break the descent," so that on his death intestate the land descended as if no such conveyance had been made (*ante*, p. 21). The object of section 3 of the Inheritance Act was to abolish this rule. It seems incredible that a provision contained in "an Act to amend the law of Inheritance" was intended to be of general application so as to abolish the doctrine of the old use in all cases where a man makes a conveyance to the use of himself or his heirs.

Mr. Joshua Williams certainly did not think that section 3 had any operation except in cases of descent, for he says: "I hardly know what was the object of this enactment, unless it were to prevent the tracing of descent from remote purchasers, and, as far as possible, to make the last person entitled the stock of descent, by providing that he should be considered as a purchaser in cases where before he would not have been so." (Williams on Seisin, 90.)

The suggestion of Messrs. Davidson, Waley and Key—it is nothing more than a suggestion—seems to be approved by the Court of Appeal in *Re Constable* (1919, 2 Ch., at p. 194), but the point did not arise in that case, because the tenant for life unquestionably took a new estate under the appointment made to him by the resettlement, in accordance with the rule laid down in Farwell on Powers, 310 (*ante*, p. 6). If the suggestion in question is well founded, the statement in *Re Spearman* (1906, 2 Ch., at p. 502) that the old life estate under the original settlement had been restored is inaccurate. In any case it is submitted that the point is of sufficient importance to require argument and consideration before it can be regarded as settled.

Assuming for the present that section 3 of the Inheritance Act applies only to cases of descent, the law applicable to such cases as *Re Spearman* and *Re Cope and Wadland* is fairly clear. The tenant for life and tenant in tail were in of the old use, because the beneficial ownership did not pass by the conveyance to the grantees to uses; they were merely nominees; the beneficial ownership or use remained in the

grantors, and when they took back their respective estates they were in of the old use, notwithstanding that the disentailing deed contained an express relimitation of the original uses. This principle is clearly stated by Lord ST. LEONARDS (GILBERT on Uses, 3rd ed., 118), where after explaining the general principle that if a man conveys land without consideration and limits no use the use results to him, he goes on to say:

> "It is the old use which results, nor will an express limitation of the fee to the grantor give him a new estate."

Lord ST. LEONARDS is here speaking of a conveyance by an owner in fee simple, but the same principle applies where the conveyance is by tenant for life and remainderman. In such a case there is a resulting use to the former for his life and to the remainderman in fee (*Beckwith's Case*, 2 Co. 58).

Lord ST. LEONARDS himself acted on this principle in deciding *Harrison* v. *Round* (2 D. M. & G. 190). In that case a father and son, tenant for life and tenant in tail, joined in suffering a recovery, the uses of which were declared to be to the joint appointment of the father and son, and subject thereto to the old uses. They exercised the power in order to raise money by mortgage. The father died in 1839, and the question then arose whether the tenant in tail had become entitled to the property "under the limitations and provisions" of the settlement; if he had, then a shifting clause contained in the settlement would take effect, and the property would go over as if he were dead without issue. Lord ST. LEONARDS held that the shifting clause took effect. He pointed out that the uses declared by the recovery deed were to the joint appointment of the father and son, and in default of and until such appointment to the same uses to which the property was previously limited, and continued:

> "The effect of this was that, subject to the exercise of the power of appointment by the father and son, the estate remained precisely in the same position as if the recovery had not been suffered. . . . There were no new estates raised by the operation of the recovery; there was indeed a charge created, but so far as the inheritance was concerned, the uses limited by the original settlement remained just as operative, subject to the charge . . . as they could possibly have been previously. . . . He [the son] took the estate, subject to the charge, no doubt, but he took it in point of truth and actual fact under the limitations of the settlement. The settlement gave it to him originally, the recovery deed restored it to him, the mortgage deed kept it still in him, and no act was done to take it from him: and thus so far as the decision of this case is concerned, I must regard him as now being tenant in tail under the settlement."

This case was decided in 1852, and the father died in 1839, six years after the passing of the Inheritance Act, which, if the suggestion of Messrs. DAVIDSON, WALEY and KEY is well founded, swept away the doctrine that where a man conveys land to his own use he is in of his former estate. If this is the effect of the Act, is it conceivable that the point should not have occurred to the Lord Chancellor or to the counsel who argued *Harrison* v. *Round*?

The doctrine of the old use has influenced the law of succession duty, for it is a well-recognized rule that when a tenant in tail disentails, the fee simple which he thus acquires is a "continuation" of his old estate, and not a new estate: *Lilford* v. *A. G.* (L. R. 2 H. L. 63); *Northumberland* v. *A. G.* (1905, A. C. 406). And in *Re Gaskell and Walters' Contract* (1906, 2 Ch. 1), the Court of Appeal held that a disentailing assurance is not an "alienation" within the Forfeiture Act, 1870, but operates rather by way of enlargement of the estate tail. This doctrine is, it is submitted, derived from the old rule applied in *Doe* v. *Baldwere* (5 T. R. 104), where it was held that if a person who takes as tenant in tail by descent *ex parte materna* suffers a common recovery, the fee simple which he thus acquires descends in the same way, because he is in of the old use. In *Doe* v. *Baldwere* the uses of the recovery were expressly declared; but this made no difference, because "if the limitation be by fine or recovery, it is still the ancient use; and there is no difference whether upon the conveyance of an estate any part of the use result by implication of law, or whether it be reserved by express declaration": see *Abbot* v. *Burton* (Salk. 500); *Martin* v. *Strachan* (5 T. R. 107, note). So far as this rule applied to cases of descent, it was abolished by the Inheritance Act; but it is a rule of general application, as is shown by its survival in *Lilford* v. *A. G.* and *Re Gaskell and Walters' Contract*.

The result, it is submitted, may shortly be stated as follows: In *Re Cornwallis West* and in *Re Constable* the estates limited by the original settlement were destroyed, and new estates created by the exercise of the joint power of appointment; but the original settlement continued to exist, because charges by way of jointure, &c., were still in force under it. The same thing happened in *Re Spencer's Settled Estates* (1903, 1 Ch. 75).

In *Re Spearman* and in *Re Cope and Wadland* the original estates were kept alive by the disentailing deed, and therefore the original settlement continued to exist, although no charges by way of jointure, &c., were in force under it.

If in either of the two latter cases the original estates had been destroyed by an exercise of the joint power of appointment, the original settlement would have continued to exist by virtue of section 2 (4) of the Settled Land Act, 1882: *per* SARGANT, J., in *Re Cope and Wadland* (*ante*, p. 426).

CHARLES SWEET.

The Increase of Rent and Mortgage Interest (Restrictions) Act, 1919.

WE print on another page the text of the new Increase of Rent, &c., Act, but the following summary of its provisions may be found useful. The Increase of Rent and Mortgage Interest (War Restriction) Act, 1915 (5 & 6 Geo. 5, c. 97), is referred to as "the principal Act."

Prolongation of the Principal Act.—The principal Act was to continue in force "during the continuance of the present war and for a period of six months thereafter and no longer" (section 5 (2)). By the Termination of the Present War (Definition) Act, 1918, the date which, for the purposes of all such expressions, is to be treated as the date of the termination of the war is to be declared by Order in Council, and is to be, as nearly as may be, the date of the exchange or deposit of ratifications of the treaty or treaties of peace. This date is, of course, still uncertain, and equally uncertain is the end of six months thereafter, but the Act fixes a new and definite date of expiration—namely, Lady Day, 1921 (new Act, s. 1). Thus the extended period is from six months after the date fixed by Order in Council until 25th March, 1921. If we take a sanguine view of the peace negotiations, we can put the treaty down for 1st June and the ratification a few days later. The Treaty of Frankfort in 1871 was ratified ten days, the Treaty of Portsmouth twenty days, after signature (COLEMAN PHILLIPSON, Termination of War and Treaties of Peace, p. 204). The present case is more complicated. Allow, say, a month, and the exchange of ratifications will be on 1st July. Six months more will give 1st January, 1920, as the original date of expiration of the principal Act, and the extended period under the new Act will be five quarters. This will be varied according to the event.

2. *Changes taking Effect only during the Extended Period.*—During the extended period an increase of rent of 10 per cent. is allowed, the 10 per cent. being calculated on the "standard rent," *i.e.*, the rent at 3rd August, 1914 (section 2); but this is subject to the condition that it is not to be recoverable if the local Sanitary Authority on the application of the tenant certifies that the house is not reasonably fit for habitation or is not kept in a reasonable state of repair; and further, the landlord must serve a four weeks' notice of his intention to increase the rent, and informing the tenant of his right to apply to the sanitary authority for a certificate as just mentioned. Apparently this notice can be served before the end of the original period of the principal Act, so that the increased rent will take effect from the beginning of the extended period. Under section 1 of the principal Act, where the landlord pays the rates, the rent may be increased so as to cover an increase in the rates; the increase permitted under the new Act

is to be in addition to any increase thus permitted under the old Act; but the 10 per cent. will be calculated on the original rent.

Then, in regard to mortgages, an increase in the rate of interest is allowed—though only in respect of the extended period—but the increase is not to exceed ½ per cent. per annum, and the increased rate is not to exceed 5 per cent. per annum (section 3). Thus a 4 per cent. rate can be increased to 4½ and a 4½ to 5; but 4¾ cannot be increased beyond 5, and a 5 per cent. rate or more cannot be increased at all. This increased rate will take the place of the "standard rate" in section 1 (4) of the principal Act, which protects a mortgagor who duly performs his obligations.

3. *Extension in respect of Value of Premises.*—The principal Act applied, in London, where either the standard rent or the rateable value did not exceed £35; in Scotland, £30; elsewhere, £26. Thus there is a choice between rent and rateable value, and if either is £35 or under, a house in London is protected. In all save exceptional cases the rateable value is the lower, so this gives the test of protection, and the Act extended to houses rented somewhat above £35; and similarly for the £30 and £26 limits. Hence to extend the London class both the rent and the rateable value must exceed £35, and this is the language of section 4 of the new Act, but at the higher level of £70 the choice is not repeated. The extended class only goes up to houses where neither the rent nor rateable value exceeds £70; and similarly for Scotland and the provinces. Practically this means that the principal Act protected houses up to rentals of £40, £35, and £30. The new classes are from these figures up to £70, £60, and £52 respectively. The same limits now apply for the protection of mortgagors.

It is important to notice carefully the distinction between the original classes of protected property and the new classes of higher rented or rated houses now introduced, for as regards the new classes and as regards these only—so, at least, we read the new Act—section 1 (1) of the principal Act, with the exception of the provisoes, is replaced by a new provision. Confining ourselves to rent only, this provides that where the rent has been increased since 25th December, 1914, or is hereafter increased, any increase of more than 10 per cent. on the standard rent shall be irrecoverable. Now the standard rent for these houses appears to be still fixed at the rent on 3rd August, 1914, and this provision only applies to increases since 25th December, 1918. There appears to be a gap as regards increases between 3rd August, 1914, and 25th December, 1918, and how the Act affects these is a matter which requires consideration. Modification (ii.) substitutes 4th March, 1919, for 25th November, 1915, in proviso (i.) to sub-section (1) of section 1 of the principal Act, and rents accruing due before that date are not within the Act. The same provisions apply as regards mortgage interest subject to modifications made in applying the provisions of the principal Act to the higher rented houses, but we need not refer to these in detail, save that under modification (v.) rateable value on 3rd August, 1914, if it exceeds the standard rent, is to be deemed to be the standard rent.

4. *General Amendments.*—Under section 5 (1) of the new Act a landlord is required to furnish to the tenant, on request, a statement of the standard rent. Sub-section (2) introduces an important qualification of the relief granted by the Amendment Act, 1918. Under section 1 (3) of the principal Act a landlord can recover premises required for the occupation of himself or of a person employed by him, and since "landlord" is defined as including his successors in title, this enabled houses to be sold for the occupation of the purchaser. The Act of 1918 was passed to prevent this, and to cut out purchasers since 30th September, 1917. Now it is provided that such a purchaser may obtain an order for recovery of possession "if, after considering all the circumstances of the case, including especially the alternative accommodation available for the tenant, the Court considers it reasonable to make such an order." We presume this will mean, in practice, that a purchaser will be entitled to possession, provided the tenancy has come to an end apart from the Acts and that the tenant has other premises available. In other words, the Acts are not in this respect to be merely a shield for a tenant who does not really require their protection. Sub-section (4) provides that any rooms in a dwelling-house, the subject of a separate letting as a dwelling, shall be treated as a part of a house let as a separate dwelling. This is intended to explain the phrase "or a part of a house let as a separate dwelling" in section 2 (2) of the principal Act. We are not clear why the explanation is needed.

Furnished Houses.—Section 2 (2) of the principal Act excluded dwelling-houses let furnished at an inclusive rent, and this, it is understood, has been used as a means of evading the Act. Section 6 of the new Act defines as the "normal profit" in such a case "the profit which might reasonably have been obtained from a similar letting in the year ending 3rd August, 1914." What this is it will be for the county court to determine. Then, if the current rent yields a profit of more than 25 per cent. over the normal profit the excess is not to be recoverable. It would seem that the definition of profit does not carry us very far. What deductions are to be made from the gross furnished-house rent before arriving at profit? Is the standard rent of the house unfurnished to be deducted? Is an annual sum for hire of furniture to be deducted? These are questions which will doubtless have to be considered.

5. *Progressive Rents.*—In case of a dwelling-house let at a progressive rent, the maximum rent is to be the standard rent: section 7.

6. *New Houses.*—The Acts are not to apply to houses erected after, or in course of erection at, the passing of the new Act—2nd April, 1919: Section 8. If any house was then in course of erection, it would be interesting to hear when the phenomenon existed. We have not seen or heard of it.

The above is only an attempt at a statement of the effect of the Act, and it is made in order to call attention to difficulties of construction. We shall be glad to have any errors pointed out.

CASES OF LAST SITTINGS

House of Lords.

INNES or GRANT (Pauper) *v.* G. & G. KYNOCH.

10th March; 7th April.

WORKMEN'S COMPENSATION—"ACCIDENT"—DISEASE CONTRACTED FROM EMPLOYMENT—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), S. 1.

A workman, who was employed in handling bone manure, contracted blood poisoning, from which he ultimately died. The blood poisoning was due to micro-organisms known as streptococci and straphylococci which were present in the manure, but were also to be found in decaying matter, in dust, and in the air, and might be found on the skin and clothes of persons of uncleanly habits. The point of infection was a scratch on the man's leg, but there was no evidence how or when the scratch or abrasion was caused.

The Appellate Court in Scotland, reversing the arbiter's award, held that the "time" and "place" in which the accident occurred must necessarily be proved to bring the case within the Act.

Held (Lord Atkinson *dissenting*), *that all that it was material for the applicant to prove was that the infection was the result of contact at some one particular time, and that this one particular time had been during the course of his employment. That was a question of fact so found by the arbitrator, and the appeal must be allowed.*

Appeal by the applicant from an interlocutor of the Second Division of the Court of Session setting aside an award made under the Workmen's Compensation Act, 1906. The appellant was the widow of a deceased workman, and she claimed from the respondents compensation in respect of his death, which she said was due to an accident arising out of and in the course of his employment with the respondents. The deceased man was employed at the respondents' manure works in handling and bagging manure. At some time or other he scratched his leg, but there was no evidence of when this happened and, in particular, no evidence that in any way connected this with his employment at the respondents' works. This scratch or abrasion became infected with the micro-organisms known as streptococci and straphylococci, which set up blood poisoning, of which he ultimately died. It was impossible to say with certainty when or where or under what circumstances this infection took place. As regarded the date of the infection, all that could be said was that "it was probably some days before the deceased became ill," and there was no evidence to shew that this occurred in the course of the man's employment. These micro-organisms were undoubtedly present in the manure which the workman handled in the respondents' works, but they were also to be found elsewhere in decaying matter, in dust, and even in the air. The arbiter found as a fact that the infection, which ultimately caused the man's death, was derived from the poisonous germs contained in the bone dust which the man handled in the course of his employment, and he awarded the applicant £195. The employers requested him to state a case to the Second Division. The questions raised in that case and in this appeal were—(1) Was the blood poisoning which caused the death of the workman an accident within the meaning of the Act of 1906, and (2) whether, on the evidence, the sheriff was justified in finding that his death was due to an accident arising out of and in the course of his employment? The Second Division decided that the second question must be answered in the negative, and that it was therefore unnecessary to answer the first. The appellant relied on the decision in the anthrax case: *Brintons* v. *Turvey* (1905, A. C. 230), while the respondents submitted that the present case was clearly distinguishable, because in *Brinton's case* it was common ground that the organism which infected his eye came from the material on which he was employed, and the only question in that case was whether or not that was an accident within the meaning of the Act. The respondents' contention was that injury by disease was only an injury by accident within the meaning of the statute when its inception could be traced to some defined untoward occurrence in the course of his work, and they referred to such cases of *Eke* v. *Hart-Dyke* (1910, 2 K. B. 677), *Martin* v. *Manchester Corporation* (5 B. W. C. C. 259), and

the principle enunciated by Lord Dundas in *Drylie* v. *Alloa Coal Co.* (1913, S. C. 549, 6 B. W. C. C. 398), approved by this House in *Brown* v. *John Watson (Limited)* (58 SOLICITORS' JOURNAL, 533; 1915, A. C. 1, 7 B. W. C. C. 259).

The appeal was twice argued, first before Lords FINLAY, BUCKMASTER, DUNEDIN and ATKINSON in January last, and again in March, when, as before, THE HOUSE reserved their decision.

Lord BIRKENHEAD, C., in moving that the appeal should be allowed, said the case was clearly concluded by the decision of this House in *Brinton* v. *Turvey* (*supra*). He referred to the facts there, and said the essentials of the composite phrase "injury by accident" were held to be satisfied. That decision might prove, with the development of scientific discovery, to be one of far-reaching importance. In the present case the sequence of incident was a little difficult to describe in precise terms, because the courts had necessarily applied to infection by microscopically small organisms language which was more commonly used of, and therefore suggested, larger and more material forces: thus the invasion of the bacillus was conceived of as a blow or physical assault. And an interval was assumed (perhaps rightly) before the assault, which was the accident, was followed by the infection or contraction of disease, which was the injury. When *Brinton's case* was decided the area conceded by contemporary science to idiopathic disease was much larger than was the case to-day. It followed that the area of disease which was now traced to infection by bacillus had correspondingly grown. The result was that the decision in *Brinton's case* was likely to increase in range. But no apprehension founded upon the scientific observations could affect their lordships' duty to follow the decision when once they were agreed upon its scope. His lordship referred to the arbitrator's comments upon the medical evidence and the inference to be drawn therefrom, and said that there was abundant evidence to justify his findings.

Lord ATKINSON said that on the authorities relied on by the respondents, and in the absence of the medical evidence upon which the award of the arbitrator was based, he was not on the whole satisfied that the appellant had discharged the burden of proof which rested upon her, or that the decision appealed from was wrong. With hesitation he came to the conclusion the appeal should be dismissed.

Lords BUCKMASTER, PARMOOR and WRENBURY read judgments in which they agreed with the Lord Chancellor in thinking the appeal should be allowed.—COUNSEL, for the appellant, *Macquisten*; for the respondents, *Condie Sandeman*, K.C., and *Christie* (all of the Scottish Bar). AGENTS, *D. Graham Pole*, for *Sharpe & Young*, W.S., Edinburgh; *Kenneth Brown, Baker, Baker, & Co.*, for *W. Oliver*, solicitor, Hawick, and *Steedman, Ramage, & Co.*, W.S., Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

DE KEYSER'S ROYAL HOTEL (LIM.) v. THE KING. No. 1. 18th-23rd July, 22nd October, 17th December, 21st, 22nd and 23rd January, 9th April.

CONSTITUTIONAL LAW—WAR—DEFENCE OF THE REALM—REQUISITION BY CROWN FROM SUBJECT OF LAND AND BUILDINGS—HOTEL USED FOR ADMINISTRATIVE PURPOSES—ROYAL PREROGATIVE—RIGHT OF SUBJECT TO COMPENSATION—CLAIM BY PETITION OF RIGHT—JURISDICTION—DEFENCE ACT, 1842 (5 & 6 VICT. c. 94), ss. 9, 16, 19, 23—DEFENCE OF THE REALM (CONSOLIDATION) ACT, 1914 (5 GEO. 5, c. 8)—DEFENCE OF THE REALM REGULATIONS.

The Army Council having requisitioned and taken possession of certain hotel premises, and used them for administrative purposes connected with the war, and the owners, in the absence of any agreement for the payment of rent, having claimed full compensation therefor, the Crown contended that, possession having been taken by virtue of the Royal Prerogative at a time of national emergency, or under the Defence of the Realm Act, 1914, and the Regulations thereunder, the owners had no right to the payment of any compensation except such as might be awarded ex gratia.

Held (Duke, L.J., *dissenting*), *that the Royal Prerogative had become merged in the statute law of the realm, and particularly in the Defence Act, 1842, under which compensation was payable in such a case and the method of assessing it provided. The Defence of the Realm Act, 1914, and the Regulations must be read with the Defence Act, 1842, and for this purpose simply remove certain restrictions and conditions imposed by the latter Act on the rapid compulsory acquisition, either temporarily or permanently, of land and buildings for the use of the State in time of war.*

In re a Petition of Right (1915, 3 *K. B.* 649) *distinguished.*

Appeal by the suppliants on a petition of right from a decision of Peterson, J. (reported 34 T.L.R., 329), dismissing their claim against the Government for a declaration that they were entitled to the payment of an annual rent so long as their hotel premises were occupied by the War Office, and for the payment of £13,520 for the use and occupation of the premises from 8th May, 1916, to 14th February, 1917. The following further facts are taken from the judgment of the Master of the Rolls. The suppliants were the owners for a term of years of De Keyser's Royal Hotel on the Thames Embankment, of which Mr. A. F. Whinney had been appointed receiver and manager by order of the Chancery Division on 25th June, 1915. Mr. Whinney accordingly carried on the hotel business of the company until possession of the hotel premises was taken on behalf of the Secretary of State for War. On 18th April, 1916, the Supplies Division of H.M. Office of Works asked Mr. Whinney by letter at what rent he would be prepared to let the whole of the hotel premises (excepting the shops) to that Department, for use as offices for the remaining period of the war, and probably for a maximum period of three months after the conclusion of peace. Mr. Whinney answered suggesting £19,000 a year, subject to various conditions. An interview followed on 28th April, at which Mr. Whinney was asked whether he could not make the rent £17,500, and the next day the Office of Works wrote saying that it would be to the advantage of all concerned that the amount to be paid by the Government should be referred to the Defence of the Realm Losses Commission, and that in those circumstances the Board had no option but to communicate with the War Office with a view to the hotel premises being requisitioned under the Defence of the Realm Acts in the usual manner. On 1st May Mr. Whinney wrote declining to concur in the suggestion of a reference to the Defence of the Realm Losses Commission, but agreed to give possession of the premises to Mr. R. C. Cole, the representative of the authorities, subject to the consent of the Court, which was duly obtained. The attitude adopted by Mr. Whinney throughout was to give effect to the wishes of the authorities without unnecessary trouble or delay, but to preserve all legal rights. He gave up possession on 8th May, having previously arranged for all the guests to leave the hotel. The Army Council took possession on that date, after a further letter had been sent enclosing a form of claim for submission to the Losses Commission and stating that compensation was made *ex gratia* and was strictly limited to the losses sustained, and ever since that date they had retained possession. Upon the facts the conclusion was arrived at that the hotel and premises were occupied and possession thereof given by the consent of the owners, although they reserved all their rights to rent or compensation. The claim of the suppliants was for rent or compensation for use and occupation during the period of occupation by the Government. The ground-rent payable by the company under their leases was £2,757 a year. After the case had been fully argued the Court directed a search at the Record Office among the State Papers for precedents as to the practice of the Crown in similar emergencies in the last 300 years, similar to the search made in the *Ship Money case* (*Rex* v. *Hampden*, 3 Howell's State Trials), and a large volume of extracts from selected documents was printed, after which further argument arising on the fresh materials took place. *Cur. adv. vult.*

SWINFEN EADY, M.R., in giving judgment, said that the case raised a question of great public importance—namely, whether the Crown was entitled as of right to use and occupy any lands, buildings and premises of subjects required for administrative purposes in connection with the Defence of the Realm for an indefinite period without any obligation to make any compensation for such use and occupation. The suppliants insisted that, although it might have been necessary for the organisation and administration of a force required for the safety and security of the realm that the Government should occupy their premises, there was not and never had been any necessity for the safety of the realm to refuse to pay for them, and they further insisted that the Government were bound by statute to pay. The Attorney-General by his answer claimed only the right to take and use the premises for so long as might be necessary for securing the public safety and the defence of the realm during the continuance of a state of war between His Majesty and any foreign Power, and claimed that possession was lawfully taken under the authority of the competent military authority by virtue of his Majesty's Royal Prerogative as well as by virtue of the powers conferred by the Defence of the Realm (Consolidation) Act, 1914, and of the regulations issued thereunder by His Majesty in Council. He denied that any rent or compensation was by law payable to the suppliants, either under the Defence Act, 1842, or at all. It was therefore necessary to consider what powers were by law vested in the Sovereign and exercised by the Executive Government over the lands and houses of subjects required for the defence of the realm. Those powers which the Executive exercised without Parliamentary authority were comprised under the comprehensive term of Prerogative. Where, however, Parliament had intervened, and had provided by statute for the exercise of powers previously within the Prerogative in a particular manner and subject to the limitations and provisions contained in the statute, what use would there be in imposing limitations if the Crown could at its pleasure disregard them and fall back on the Prerogative? It was indeed expressly admitted by the Solicitor-General that where a matter within the Prerogative was provided for by statute the Prerogative was merged in the statute (*Ex-parte Postmaster-General*, 10 Ch. D. 595, *per* Sir George Jessel, M.R., referring to Bacon's Abridgment, 7th ed., at p. 462). As instances of the exercise of the Royal Prerogative, the Crown relied particularly on the right of entering upon the land of a subject to dig trenches and make fortifications, and to take saltpetre for making gunpowder. Various passages from writers of authority were cited in dealing with those matters, *e.g.*, Chitty on the Prerogatives of the Crown, chap. IV., section v., p. 44; 2 Inst., 30; 1 Inst., 5; 1 Rolle's Rep., 152.

In the *Saltpetre case* (1607, 12 Rep., 12) it was resolved:—"When enemies come against the realm to the sea coast it is lawful to come

upon my land adjoining to the same coast, to make trenches or bulwarks, for the defence of the realm, for every subject hath benefit by it. And therefore, by the common law, every man may come upon my land, as appears 8 Ed. IV., 23, and in such case, on such extremity, they may dig for gravel for the making of bulwarks; for this is for the public, and every one hath benefit by it. A statute to the same effect was passed in 1512 (4 Hen. VIII., c. 1) providing that it should be lawful for the King's subjects by the advice and assignment of the Justices of the Peace or Sheriff to make all manner of bulwarks in every man's ground, and without any manner of payment or action by any one, against any of the King's subjects for any such matter or cause. The Act was a temporary one. Such powers obviously had reference to preventing or repelling invasion when active measures were necessary at or along the coast. Saltpetre was a matter of purveyance, and was paid for. Since the reign of James I. the methods of scientific warfare had vastly increased. For the safety and security of the kingdom permanent forts and works had to be constructed, great naval, military, and aerial organizations had to be maintained, requiring many depôts, and a very large staff of officials to provide for manufacture and supply of every kind, pay, and control. It was found necessary to resort to Parliament to obtain powers to enable the Executive Government to carry out effectively the proper protective measures, and from an early date the permanent acquisition of land, or the temporary occupation and use of it for such a period as the exigence of the public service should require, had been regulated and provided for by statute. At first separate statutes were passed for the acquisition of particular properties for forts, batteries, naval harbours, and the like. Then in times of national danger during the Napoleonic wars statutes were passed regulating the taking possession and user of land, but their operation was limited to the duration of the period of the French war. The next step was to consolidate the provisions into a permanent Defence of the Realm Act, allowing land to be permanently acquired subject to certain restrictions, where the owners did not agree to the Crown's proposal, and when a state of war again arose statutes were passed enabling regulations to be made for relieving against those restrictions. It would be necessary to refer to those statutes in detail.

It had been urged on behalf of the Crown that in the past where lands had been occupied or used for the defence of the realm there was no legal obligation on the part of the Crown to pay, but that commissions had been issued from time to time to determine what payments should be made by the Crown *ex gratia*, and the case had stood over from time to time to enable the records to be searched and information obtained to shew (*a*) acts of interference by the Crown with private property in land for the purposes of the defence of the realm; (*b*) claims by subjects for compensation in respect of such interference (i) as a matter of right, (ii) as a matter of grace, and as to the basis of such claims; (*c*) the manner in which such claims were dealt with, and the results thereof. The result of the searches made was that it did not appear that the Crown had ever taken the subject's land without paying for it, and even in Stuart times no claim by the Crown to such a prerogative could be traced. The time covered by the search in the Records might be divided into three periods—(1) before 1708; (2) between 1708 and 1798; (3) after 1798. In the first period there were instances of land being required for fortifications, but the land taken or occupied was paid for, as in 1668, when it was decided to construct two new batteries at Chatham:—"You are to contract for and buy so much parcel of ground at each of the aforesaid places . . . and at the cheapest rates you and they can agree for." And in 1681 there was a minute of the Board of Ordnance as to the measures taken for new works at Plymouth, and there was similar authority for the purchase of land for works at Hull.

In 1708 was passed the first of a series of Acts (7 Anne, c. 26) enabling particular lands to be taken compulsorily. Between 1708 and 1798 every case of taking or occupying land was covered by the wide provisions of the Acts passed from time to time, so that there was no room for the exercise of any alleged Prerogative during that period. On 5th April, 1798, there was passed the statute 38 Geo. III., c. 27, which, by section 10, provided that His Majesty might authorize persons to survey and mark out any ground wanted for the public service and to treat or agree for the possession or use thereof during such time as the exigence of the service should require, and in default of agreement the compensation was to be ascertained by a jury, and with a restriction upon taking without the consent of the owners, unless the enemy should at the time have actually invaded the kingdom. The Act was extended by another statute passed in 1803 (43 Geo. III., c. 55), and as doubts had arisen whether the latter Act authorized the absolute purchase of lands for permanent purposes, in 1804 another Act was passed (44 Geo. III., c. 95) enabling land so required to be purchased absolutely, and the price to be ascertained by a jury in default of agreement. In 1819 a question arose about some land between Sandgate and Hythe which the Master-General of the Ordnance required for the use of the Crown to erect batteries and form a camp there; the owner was willing to grant a lease of the land during the war, but the Master-General declined that proposal, and expressed himself as determined, for the benefit of the country, to purchase the land in question, "and in case Mr. Jeffery persisting in the refusal to sell, to bring in a Bill in Parliament to empower the Board of Ordnance to purchase the land in question and to have the value ascertained by a jury as is usual." No suggestion of taking by virtue of any Prerogative was advanced by the Ordnance. The Defence Act, 1842, reciting various previous statutes, said that it was expedient to consolidate, amend, and enlarge their powers and provisions, and empowered the principal officers of Ordnance to purchase or take on lease lands desirable to be purchased for the defence of the realm, and to enter into any necessary contracts. The statute applied as well in time of war as in time of peace, but in time of war and of actual invasion by the enemy one of the restrictions on using the compulsory powers—the certificate of the Lord Lieutenant or other named persons—was unnecessary, but it remained even in war time, unless the enemy had actually invaded the country. The subsequent assessment and payment of compensation was not a restriction. The obligation to pay followed on the acquisition of the land, but the assessment and payment took place after possession of the property had been given to the principal officers, and did not hinder or limit them in putting the property to such uses as they might think fit.

After the outbreak of the Great War two statutes were passed in August, 1914—the Defence of the Realm Act, 1914, and the Defence of the Realm (No. 2) Act, 1914. His Majesty in Council was thereby authorized during the continuance of the war to issue regulations for securing the public safety and the defence of the realm, "and may by such regulations also provide for the suspension of any restrictions on the acquisition or uses of land or the exercise of the power of making by-laws, or any other power under the Defence Acts, 1842 to 1875, or the Military Lands Acts, 1891 to 1903." Those statutes thus provided for regulating the existing powers. Orders in Council were made under the powers of those statutes, and those regulations provided for the suspension of certain restrictions. The fourteen days' delay provided for by section 19 of the Defence Act, 1842, disappeared, as authority was given to take immediate possession of land and buildings, where necessary, for the public safety and defence of the realm. Again, compulsory acquisition, whether permanent or temporary, was authorized without the need of any invasion of the kingdom as a condition precedent to the exercise of compulsory powers. Thus, during the Great War, and while the Defence of the Realm Regulations remained in force, the power of acquiring land compulsorily under the Defence Acts was extended, and restrictions on its exercise removed, but no power was or could be conferred by the regulations to take the land of a subject without payment. Neither the public safety nor the defence of the realm required that the value of the subject's land, or of the temporary possession of it, should be confiscated. Again, if the Executive Government was authorized under the Defence Acts to take and occupy land on paying compensation, there was no necessity for the safety of the realm to take any other course, so long as any restrictions on acquiring immediate possession were removed. Moreover, there was no Defence of the Realm Regulation purporting to abolish the right to compensation, and even if there had been such a regulation, it would not, in his (his Lordship's) opinion, have been authorized by the powers conferred by the Defence of the Realm Act, 1914, or the (No. 2) Act, 1914. On that point reference might be made to what was said by Lord Esher in *Attorney-General* v. *Homer* (14 Q.B.D. 245), that "it is a proper rule of construction not to construe an Act of Parliament as interfering with or injuring persons' rights without compensation unless one is obliged so to construe it."

The contention of the suppliants that the entry of the Crown on the land was, in fact, under the Defence Act, 1842, and subsequent provisions, and that the liability to pay compensation more directly under the statute could not be met by saying that the King was not bound by legal fiction. The suppliants did not rely on any fiction, and they urged that a contract, express or implied, arose under the statute. In the case of a contract for letting, followed by occupation, without the amount of the rent having been fixed, an action for use and occupation would lie. The action was one for damages for breach of an agreement to pay for the use of the owner's property (*per* Lord Ellenborough in *Dean and Chapter of Rochester* v. *Pierce*, 1808, 1 Camp. 466; *Marquis Camden* v. *Batterbury*, 1859, 5 C. B. N. S. 808, 7 C. B. N. S. 854; *Levy* v. *Lewis*, 1861, 6 C. B. N. S. 766; 9 C. B. N. S. 872; *Hellier* v. *Silcox*, 1850, 19 L. J. Q. B. 295, explained in *Churchward* v. *Ford*, 1857, 2 H. & N. 446, 449, 450). The obligation to pay was a contractual one. The fact that the claim of the suppliants was for an unascertained amount of compensation or even a claim for damages for breach of contract would be no objection to a proceeding by petition of right. *Reg.* v. *Doutre* (9 A. C. 745) was a claim by petition of right for damages for breach of contract to pay the suppliant a reasonable sum for professional remuneration, and it succeeded, although the point was taken by the Attorney-General of Canada in his defence that the suppliant was not entitled to proceed by petition of right. Again, in *Windsor and Annapolis Railway Co.* v. *The Queen and the Western Counties Railway Co.* (11 A. C. 607) the law was stated to the same effect by Lord Watson at p. 613. These statements were all collected in *Thomas* v. *The Queen* (L. R. 10 Q. B. 31) and also in Mr. Clode's book on "Petition of Right," at p. 135, giving particulars of unreported cases in the Court of Appeal, where the Court had accepted as law the judgment in *Thomas* v. *The Queen*. Mr. Justice Peterson decided against the suppliants, considering that the case was governed by *In re a Petition of Right* (1915, 3 K. B. 649), a case where the Crown took possession of an aerodrome near Brighton, which was actally required for the conduct of hostilities in the air. The case was taken on appeal to the House of Lords, and there compromised. But whether it was rightly decided or not, it had no application to such a case as the present—the taking possession of lands and buildings for administrative purposes.

He (his lordship) was of opinion that the judgment appealed from should be reversed, and that judgment should be entered in favour of the suppliants, that they were entitled to the relief sought by paragraph 4 of the claim made by their petition. The judgment would be in accordance with the provisions of section 9 of the Petitions of Right Act, 1860, the suppliants to have the costs in the court below, and of the present appeal, and any costs paid under the judgment below should be repaid to the suppliants.

[The concurring judgment of WARRINGTON, L.J., and the dissenting judgment of DUKE, L.J., we must reserve till next week.]

COUNSEL, *Sir John Simon*, K.C., *Leslie Scott*, K.C., and *Copping*; *Sir Gordon Hewart*, A.-G., *Sir Ernest Pollock*, S.-G., *Austen-Cartmell*, *Lowenthal* and *Branson*; *Sir Lewis Coward*, K.C., and *F. Whinney*. SOLICITORS, *Miller & Smiths*; *The Treasury Solicitor*; *Lawrance Webster, Messer & Nicholls*.

(To be continued.)

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

LAW *v.* CHARTERED INSTITUTE OF PATENT AGENTS.

Eve, J. 4th April.

PATENT AGENTS—CHARTERED INSTITUTE—RESOLUTION OF COUNCIL EXPELLING MEMBER—BIAS OF COUNCIL—ULTRA VIRES.

The Council of the Chartered Institute of Patent Agents passed a resolution expelling the plaintiff from membership on the ground of misconduct. It appeared that the Council had, on a previous occasion, preferred and supported the same charge against the plaintiff before the Board of Trade, thereby putting themselves in the position of accusers.

Held, that the resolution was invalid and ultra vires.

Allison *v.* General Medical Council (1894, 1 *Q. B.* 758) *applied*.

This was an action for a declaration that a resolution passed by the Council of the Chartered Institute of Patent Agents expelling the plaintiff from membership was invalid, and for an injunction restraining them from acting on such resolution. The alleged misconduct of the plaintiff on which the resolution was based was the disclosure of a naval secret with regard to an invention. It appeared that at a Board of Trade inquiry relating to the same matter the defendants had taken upon themselves to conduct the case against the plaintiff, and had thereby put the Institute, acting by the Council, in the position of prosecutors or accusers. By Rule 32 of the Charter it was provided that if any member was held by the Council to have been guilty of any act or default discreditable to a patent agent he should be liable to be excluded from membership by a resolution of the Council.

EVE, J.—The plaintiff claims that the resolutions are invalid on three grounds: (1) Because the Council, having unsuccessfully applied to the Board of Trade, could not proceed to re-hear the matter on the same complaint under Rule 32; (2) because the Council, composed in part of persons who had taken part in the previous proceedings, were disqualified from adjudicating on the allegations brought forward by themselves; and (3) because there was no evidence by which the conclusion arrived at by the council would be reasonably supported. I do not think the first of these objections can be maintained. The liability of an offending member under Rules 21 and 22 is, in my opinion, cumulative, not alternative. The former deals with matters of public policy, with applications and proceedings to which the institute need be no party, and with jurisdictions in which the institute has no *locus standi*; the latter, on the other hand, embodies a term of the contract of membership and regulates the conditions and manner on and in which membership may be determined or suspended by the domestic forum. Both rules are capable of being invoked in the case of an offending member, and the investigations thereunder may proceed simultaneously or in either order of priority. I hold, therefore, that the application to the Board of Trade did not *per se* debar the Council from considering the same complaint as was used to support that application as a ground for exercising their powers under Rule 32. But the investigation under Rule 32, with which I am alone concerned in this action, involves an inquiry of a judicial nature. Each member of the Council, in adjudicating on a complaint thereunder, is performing a judicial duty, and he must bring to the discharge of that duty an unbiassed and impartial mind. If he has a bias which renders him otherwise than an impartial judge, he is disqualified from performing his duty. Nay, more, so jealous of public policy is our law and of the purity of the administration of justice, if there are circumstances so affecting a person acting in a judicial capacity as to be calculated to create in the mind of a reasonable man a suspicion of such person's impartiality, those circumstances are sufficient to disqualify, although in fact no bias exists. One such circumstance which has always been held to bring about disqualification is the fact that the person whose impartiality is impugned has taken part in the proceedings either by himself or by his agent as prosecutor or accuser." The crucial question is whether in substance and in fact one of the judges has in truth also been an accuser: *Allinson v. General Medical Council* (1894, 1 Q. B. 758). Applying that principle to the facts of this case it is impossible to deny that the conduct of the Council in preferring and supporting the charges against the plaintiff before the Board of Trade would be calculated to raise in the mind of a reasonable man grave doubts of their ability to conduct with impartiality a judicial investigation into the truth of the self-same charges—doubts which, I may remark in passing, are by no means dispelled on a perusal of the memorandum with which Mr. Ransford had armed himself for the purpose of bringing the matter before the Council and into which he had introduced a reference to a matter—the Austrian publication—so utterly irrelevant as to make the reference to it approach the malicious. I hold, therefore, that the resolutions of which the plaintiff complains were wholly invalid and *ultra vires* on the ground that the Council, as then constituted, had no jurisdiction to adjudicate on the matters on which the resolutions are based, and on this finding the plaintiff is of course entitled to judgment in the action. But the plaintiff is, perhaps naturally, not content with this somewhat inconclusive result, and his counsel have struggled hard to convince me that there was no evidence before the Council on which, as reasonable men, and assuming them for this part of the case to have been an unbiassed tribunal, they could have reached the conclusion at which they arrived. I cannot so hold. It is impossible to say that there was no evidence to support the finding that the two charges had been established. But, although I have no right to express any opinion on the findings of the Board or the President, or the determination of the Council, I am, I think, entitled to say that evidence has been adduced before me for the first time which the experienced counsel for the institute before the committee of inquiry has frankly admitted might, and probably would, have materially altered the attitude of his clients at that inquiry had it been then produced. I was very glad to hear the admission, because I cannot help thinking that Mr. Hale's evidence puts a different complexion on the whole matter. I do not pause to examine the evidence in detail, but I do not accept the view that its effect only comes to this, that he individually makes no complaint against the plaintiff. I think that it goes very much further than that towards removing all cause of complaint against the plaintiff. The plaintiff is entitled to the declaration and injunction which he claims, and the defendants must pay the costs of the action.—COUNSEL, *Maugham*, K.C., *Gordon*, K.C., and *Luxmoore*; *Clayton*, K.C., and *C. Whiteley*. SOLICITORS, *Gurdalla & Jacobson*; *Radford & Frankland*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re SANDERS, REHDERS & CO. Sargant, J. 25th March.

COMPANY—REDUCTION OF CAPITAL—WORDS "AND REDUCED"—COMPANIES (CONSOLIDATION) ACT, 1908 (8 ED. 7, C. 69), S. 48.

On a petition for confirmation by the Court of a special resolution for reduction of capital, it was proved that the company dealt largely with foreign countries, and that inquiries had been made by foreign customers as to what the words "and reduced" meant, they not understanding English law, and thinking that it meant that the company might be unable to meet its obligations.

Held, that the words "and reduced" need only be used as part of the title of the company for fourteen days further.

Re Lindner & Co. (1911, *W. N.* 66) *applied*.

This was the hearing of a petition presented by the company for the confirmation by the Court of a special resolution for reduction of share capital by cancelling capital lost or unrepresented by available assets, and the words "and reduced" had been used as part of the company's name up to the hearing of the petition. There was evidence that after the filing of the petition the company received verbal inquiries as to the words "and reduced," which, as the company dealt largely with foreign countries, greatly prejudiced its credit, inasmuch as foreign customers, reading the words and not appreciating their meaning in English law, thought that the company might be unable to meet its obligations. Counsel for the company asked the Court to dispense with the further use of the words "and reduced," and referred to *Re Sumatra Tobacco Plantations Co.* (1898, W. N. 80), *Re Australian Estates and Mortgage Co.* (1910, 1 Ch. 414), and *Re Lindner & Co.* (*supra*).

SARGANT, J., after stating the facts, said:—I confirm the reduction of capital, and I only require the company to continue the use of the words "and reduced" for fourteen days.—COUNSEL, *Alexander Grant*, K.C., and *Frank Evors*. SOLICITORS, *Donald McMillan & Mott*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

VIGERS *v.* COOK. Div. Court. 7th April.

CONTRACT—BREACH BY IMPROPER CONDUCT OF FUNERAL—ENTIRETY OF SERVICE—QUANTUM MERUIT.

An undertaker, who agreed to conduct a funeral on the understanding that the body should be taken into a church where a service was to be held, so mismanaged that the coffin burst, and the body could not be taken into the church for the service when the funeral arrived there.

Held, that as he had not performed his contract to take the body into the church, he was not entitled to recover on a quantum meruit *for any of the services he rendered, as his contract was one and entire—viz., to conduct the funeral properly.*

Appeal from the deputy judge of Westminster County Court. The plaintiff, an undertaker, contracted with the defendant to carry out the funeral of defendant's son, a rough estimate of the cost being given, but no specific price fixed. There was to be an elm shell, and a lead coffin, enclosed in an oak coffin. The body was at a hospital, and it was removed to a mortuary in the elm shell, and at the mortuary this

was enclosed in the lead coffin. The lead coffin was of proper material and workmanship, and was properly sealed up at the mortuary by a plumber, who made a pin-hole in it, as is invariably and necessarily done, in order to allow gas to escape and prevent it bursting the coffin. The body was exceptionally decomposed, as the plaintiff knew, when it was removed from the hospital, and the escape of gas through the pin-hole caused an offensive odour, of which the mortuary authorities complained. In consequence of their complaint the plaintiff sent a man to the mortuary to stop up the pin-hole. The plaintiff purposely left the lead coffin out until the last moment, in order to judge whether there was any danger of leakage, but finding it apparently sound and dry, he placed it in the oak coffin, and took it by motor-hearse to Richmond, where the funeral was to be. On arrival at the chapel the plaintiff found there was a leakage from the coffin, the lead having burst open in consequence of the bursting of the pin-hole. This caused an offensive odour, and a state of things very painful to the family, and especially it prevented the coffin being taken into the chapel for the service as had been arranged between plaintiff and defendant. The deputy judge found that the defendant had largely lost the benefit of the contract by the plaintiff's conduct, but that the plaintiff and his family had been conveyed to and from the cemetery and the body buried, therefore the plaintiff ought to pay for that. He held that there was not an entire contract for a fixed price, or a total failure of consideration, but he disallowed for the lead coffin as it had failed in its purpose, and all remuneration for the plaintiff's own services either by direct charges or by profits on labour and materials, &c., beyond the actual cost to him. The defendant appealed against the allowance of anything to the plaintiff. The plaintiff appealed against the disallowance of any of the charges in his bill. Counsel for the defendant cited the cases of *Sumpter* v. *Hedges* (46 W. R. 454, 1 Q. B. 673) and *Dakin* v. *Lee* (1 K. B. 566, 59 Solicitor's Journal, 650).

A. T. Lawrence, J.—In this case the deputy county court judge gave judgment for the plaintiff, who was an undertaker, who claimed for the amount of his bill against the defendant for the funeral of his son. The amount of the bill was £57, and of this £8 was not disputed. The rest of the bill was disputed by the defendant, who contended that he was not liable to pay anything. The deputy county court judge gave judgment for the plaintiff for a portion of it, but disallowed certain items. The question was whether the judge was right in allowing the plaintiff any of the items in the bill. The plaintiff admitted in cross-examination that it was his duty, as part of the funeral, to take the body into the church of St. John's for the service. [His lordship stated the facts:] The plaintiff made an excuse for not taking the body into the church by saying that the door was too small; though this was not true, because there were other doors. He then told the real reason for the body not being taken into the church. In the result the service was not held in the presence of the body. In these circumstances he (his lordship) did not think plaintiff was entitled to recover the amount of his bill. His contract was to conduct this funeral in a reverent manner, so as to conform to the sentiments of mankind on the subject, and he did not perform his contract in accordance with these sentiments. If the whole bargain was that it should be performed by taking the body into the church, where the service was to be held in the presence of the body, and this was not done, then the other things were mere accidentals. The splitting up of the funeral into fourteen or fifteen items was really an accidental matter. The cases cited did not bear any comparison whatever with this case. In those cases, though the houses were not finished or repaired in accordance with the specification, the faults could be remedied at a price. The Court said that the proper way of dealing with this matter was to deduct from the contract price the amount necessary to complete the work according to the specification. This was an impossible method to apply to a funeral. No one could tell what the family felt in regard to the absence of that ceremony which was to be held in presence of the body, and it was entirely futile to compare such matters as the non-painting of a particular room in a house with a funeral such as was contemplated by the parties in the present case.

Lush, J., agreed. The judge thought the contract was not an entire contract for a fixed price, and that there was not a complete failure of consideration. He held that the defendant did derive a benefit from what the plaintiff did and certain services which he rendered, and he must pay for them though he did not get the particular service of the body being taken into the church. This was not correct. The service the plaintiff was to render was one service—viz., to conduct the funeral properly. Through default and negligence it became impossible to carry out the service in its entirety, and the entire service to be rendered was frustrated. The judge ought to have entered judgment for the defendant.—Counsel, *Hawke*, K.C., and *Russell Davies*, for the defendant; *G. J. Robertson*, for the plaintiff. Solicitors, *Wainwright, Pollock, & Co.*; *H. G. Rastall*.

[Reported by G. H. Knott, Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Struck Off the Rolls.

April 9.—Anthony John Norris.
April 9.—Frank Woolliscroft Wain.

Solicitors Ordered to be Suspended.

April 9.—James Soloman Blanckensee, of 27, King-street, Cheapside, ordered to be suspended for three years (order suspended for a month to enable current business to be wound up; no new business to be undertaken).
April 9.—Henry Broomhead Broomhead, of Beverley, Yorks, ordered to be suspended for three years.

New Orders, &c.

Companies Acts, 1908 to 1917.

Regulations of the Board of Trade as to the Certification of Copies and Translations of Documents required by Section 274 of the Companies (Consolidation) Act, 1908 (8 Edw. 7, c. 69), to be lodged with the Registrar of Joint Stock Companies.

In regard to certified copies and certified translations of documents required by section 274 of the Companies (Consolidation) Act, 1908, to be filed with the Registrar, the Board of Trade do hereby prescribe as in manner following, that is to say:—

(1.) A certified copy of the Charter, Statutes or Memorandum and Articles of Association, or other Instrument constituting or defining the constitution of a Company in the case of a Company incorporated in a Foreign Country required to be filed with the Registrar under section 274 of the Companies (Consolidation) Act, 1908, shall be deemed to be certified as a true copy if in such Foreign Country it is:

(*a*) Duly certified as a true copy by an official of the Government to whose custody the original is committed, the signature or seal of such official being authenticated by any of the British Officials mentioned in section 6 of the Commissioners of Oaths Act, 1889, or in any Act amending the same, or

(*b*) Duly certified as a true copy by a Notary of such Foreign Country, the certificate of the Notary being authenticated by any of the British Officials mentioned in section 6 of the said Act or in any Act amending the same, or

(*c*) Duly certified as a true copy on oath by some officer of the Company before a person having authority to administer an oath as provided by section 3 of the said Act, the status of the person administering the oath being authenticated by any of the British Officials mentioned in section 6 of the said Act, or in any Act amending the same.

(2.) A certified copy of the Charter, Statutes, or Memorandum and Articles of Association, or other Instrument constituting or defining the constitution of a Company, in the case of a Company incorporated in the Channel Islands, Isle of Man, or in any Colony, Island, Plantation, or place under the Dominion of His Majesty in Foreign Parts, required to be filed with the Registrar under section 274 aforesaid, shall be deemed to be certified as a true copy if in the Channel Islands, Colony, Island, Plantation or places under the Dominion of His Majesty it is:

(*a*) Duly certified as a true copy by an official of the Government to whose custody the original is committed;

(*b*) Duly certified as a true copy by a Notary Public of such Colonies, Islands, or places aforesaid;

(*c*) Duly certified as a true copy on oath by some Officer of the Company before some person having authority to administer an oath as provided by section 3 of the Commissioners of Oaths Act, 1889.

(3.) In the case of a company in which the Charter, Statutes, or Memorandum and Articles of Association, or other Instrument constituting or defining the constitution of the Company is not written in the English language a certified translation thereof required to be filed with the Registrar shall be deemed to be certified as a correct translation if certified to be a correct translation:

(*a*) When such translation is made out of the United Kingdom by

Any of the British Officials mentioned in section 6 of the Commissioners of Oaths Act, 1889, or by any person whom any such official certifies is known to him as competent to translate the document into the English language.

(*b*) Where such translation is made within the United Kingdom:

(1) In the case of a translation made in regard to a company whose place of business is established in England by

(1) A Notary Public in England, or

(2) A Solicitor of the Supreme Court in England.

(2) In the case of a translation made in regard to a Company whose place of business is established in Ireland, by

(1) A Notary Public in Ireland, or

(2) A Solicitor of the Supreme Court in Ireland.

(3) In the case of a translation made in regard to a Company whose place of business is established in Scotland, by

(1) A Notary Public in Scotland,

(2) An Enrolled Law Agent.

(4.) The Board of Trade may, in any particular case, if they think fit to do so, and upon such conditions as they think fit, permit certified copies or translations though not certified in accordance with the above requirements to be filed with the Registrar.

The Regulations made by the Board of Trade dated the 29th day of March, 1909, are hereby revoked, but without prejudice to the validity of any act done thereunder.

26th March. [*Gazette*, 1st April.

War Orders and Proclamations, &c.

The *London Gazette* for 11th April contains the following, in addition to matters printed below:—

1. An Order in Council, dated 11th April, further amending the Exportation Prohibition Proclamation of 10th May, 1917, by deleting certain headings, including various potassium compounds and a number of vegetable seeds, and adding to Class (A) "copper and alloys of copper," in lieu of the existing class of forms of copper.

2. An Order in Council, dated 11th April, further amending the above Proclamation by providing as follows:—

That, notwithstanding the Order of Council of the 1st day of October, 1918, as amended by subsequent Orders of Council, which has the effect of placing on List C all goods not included in Lists A or B of prohibited exports, all articles not included in the aforesaid List A or List B may be exported to German Austria without licence except the articles mentioned in the Order of Council of the 21st day of March, 1919, as constituting List D of prohibited exports, so far as those articles are not already included in Lists A or B.

3. A Foreign Office translation of a further Decree, dated 22nd March, 1919, which has been issued by the Portuguese Government, respecting the release of Allied and neutral merchandise found on enemy vessels in Portuguese harbours.

The *London Gazette* of 15th April contains the following:—

4. A Proclamation of Saturday, 19th April, as a Bank Holiday, but not as a general holiday.

5. Two Orders in Council, dated 15th April, extending to the Isle of Man certain Defence of the Realm Regulations either unaltered or with adaptations.

6. An Order in Council, dated 15th April, further amending the Exportation Prohibition Proclamation of 10th May, 1917, by deleting certain headings and adding others. Cartridges and Explosives are added to class (A).

7. An Order in Council, dated 15th April, further amending the above Proclamation so—

as to provide that, notwithstanding the Order of Council of 1st day of October, 1918, as amended by subsequent Orders of Council, which has the effect of placing on List C all goods not included in Lists A or B of Prohibited Exports, all articles not included in the aforesaid List A or List B may be exported to Jugo-Slavia, Montenegro and Albania without licence, except the articles mentioned in the Order of Council of the 21st day of March, 1919, as constituting List D of Prohibited Exports so far as those articles are not already included in Lists A or B.

8. A Notice that further licences under the Non-Ferrous Metal Industry Act, 1918, have been granted to certain companies, firms, and individuals. The present list contains ten names.

Admiralty Order.

COMPULSORY TOWAGE OF SAILING VESSELS—NOTICE OF CANCELLATION.

The Lords Commissioners of the Admiralty hereby give Notice that the above named Order made by Them on the 30th day of June, 1917, has been cancelled.

The Order was published in the *London Gazette* of the 3rd July, 1917 [61 Solicitors' Journal 599].

8th April. [*Gazette*, 11th April.

Admiralty and Army Council Order.

NOTICE OF CANCELLATION.

In pursuance of the powers conferred upon us by the Defence of the Realm Regulations, the Lords Commissioners of the Admiralty and the Army Council hereby give notice that the Flax, Hemp and Jute Priority Order, 1917, is cancelled as from the 10th day of April, 1919, without prejudice to any proceedings then pending in respect of any contravention of the said Order. The Order was published in the *London Gazette* on 20th April, 1917.

10th April. [*Gazette*, 15th April.

Army Council Orders.

SPECIAL MILITARY AREAS.

The following Special Military Areas have been declared under Defence of the Realm Regulation 29B:—

Westport Special Military Area.

The Area following situated within the County of Mayo, that is to say, the Urban District of Westport, and the District Electoral Divisions of Westport Rural and Kilmeena.

4th April. [*Gazette*, 15th April.

Limerick Special Military Area.

That portion of the county borough of Limerick which lies on the left or south bank of the River Shannon and the Area included within the following townlands and portions of townlands situated in the Limerick No. 1 Rural District, that is to say, within the townlands of Spitalland, Kilhalee, Monamuck and Park, and within those portions of the townlands of Singland and Rebogo which lie to the west of the railway line from Limerick to Ennis.

9th April. [*Gazette*, 15th April.

County Tipperary (South Riding) Special Military Area.

The County Tipperary (South Riding).

15th April. [*Gazette*, 15th April.

NOTICES OF CANCELLATION.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council hereby give notice that the Orders and Directions indicated in the Schedule hereto annexed are hereby cancelled.

8th April.

Schedule.

1. Order of 7th August, 1917, applying Regulation 9GG of the Defence of the Realm Regulations to all Road Stone Quarries in England and Wales.
2. Order of 31st August, 1917, under Regulations 2YY, 2JJ, and 9GG cited as the Road Stone Transport Order, 1917.
3. Memorandum of Procedure dated 11th July, 1917.
4. Directions of the Road Stone Control Committee dated 12th September, 1917, for the purpose of controlling the Output, Supply and Transportation of Road Materials, issued under Section 4 of the Road Stone Transport Order, 1917.
5. Amendments to the above Directions dated 9th January, 1918.
6. Directions (2) of the Road Stone Control Committee, dated 5th June, 1918, for the purpose aforesaid.
7. Directions of the Road Stone Control Committee, dated 17th July, 1918, for the purpose aforesaid.

[*Gazette*, 11th April.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council give notice that the Rough Dried Leather Order, 1918, is cancelled as from 1st April, 1919.

10th April. [*Gazette*, 15th April.

Board of Trade Order.

THE PITWOOD ORDER, 1919.

The Board of Trade, deeming it expedient to make further exercise of the powers conferred upon them by Regulations 2B and 2BB of the Defence of the Realm Regulations, hereby order as follows:—

1. For the purposes of this Order Great Britain shall be divided into areas called Pitwood areas of supply as defined in the first Schedule hereto.

The expression "Pitwood" means pit props, sawn props and timber in the round which is intended for use in mines.

2. From the 30th day of April, 1919, no person shall deliver, move or consign or cause or permit to be delivered, moved or consigned, pitwood from Area of Supply No. 1 described in the first Schedule hereto to any other area of supply, unless such pitwood is consigned direct to a colliery or mine.

3. From the 30th day of April, 1919, no person shall buy or sell or offer to buy or sell pitwood (whether in selected sizes or otherwise) at prices exceeding those set forth in the Second Schedule hereto, provided that the Controller of Coal Mines by notice under his hand may from time to time alter such prices and the prices as altered shall thereafter be the maximum prices at which pitwood may be bought or sold.

4. From the 30th day of April, 1919, no person shall deliver, move or consign or cause or permit to be delivered, moved or consigned pitwood from Pitwood Area of Supply No. 1 to another area except under and in accordance with the terms of a permit granted by the Controller of Coal Mines or by a person duly authorized on his behalf.

5. Home Grown Pitwood shall be sold, invoiced and consigned separate and apart from imported pitwood.

6. Where pitwood is sold by weight in any area of supply other than No. 1 the price shall not exceed the equivalent price per 100 lineal feet based on the prices set forth in the Second Schedule hereto.

7. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

8. As from the 30th day of April, 1919, the Pitwood Order, 1918, is hereby revoked without prejudice to any Act or matter done or suffered or to any proceeding or prosecution instituted thereunder.

9. This Order may be cited as the Pitwood Order, 1919.

10th April.

FIRST SCHEDULE.

Pitwood Areas of Supply.

1. (South Wales and Monmouthshire) includes the counties of:—
Cardigan, Pembroke, Brecon, Monmouth, Devon, Dorset, Radnor, Carmarthen, Glamorgan, Cornwall, Somerset, Wilts (excluding portion of Somerset and Wilts within 10 miles of Somerset Collieries), Berkshire, Hampshire (including Isle of Wight).

2. England and Wales (except South Wales and Monmouthshire) includes the whole of England and Wales with the exception of the Counties or portions of Counties named in Area of Supply No. 1.

3. Scotland.

SECOND SCHEDULE.

Part I.

[*Maximum Prices of Home Grown Pitwood*]

Part II.

[*Maximum Prices of Pitwood Imported from Outside the United Kingdom*]

Ministry of Munitions Orders.

THE COPPER SULPHATE (SUSPENSION) ORDER, 1919.

With reference to the following Order made by the Minister of Munitions, namely:—

The Copper Sulphate Order, 1918, dated 15th February, 1918, the Minister of Munitions hereby orders as follows:—

(1) The operation of the said Order is hereby suspended on and after 15th April, 1919, until further notice.

(2) Such suspension shall not affect the previous operation of the said Order or the validity of any action taken thereunder, or the liability to any penalty or punishment in respect of any contravention or failure to comply with the said Order prior to such suspension or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as The Copper Sulphate (Suspension) Order, 1919.

15th April. [*Gazette*, 15th April.

BLAST-FURNACE DUST (SUSPENSION) ORDER, 1919.

In reference to the following Order made by the Minister of Munitions, namely:—

The Blast-Furnace Dust Order, 1917, dated the 7th August, 1917, the Minister of Munitions hereby orders as follows:—

(1) The operation of the said Order is hereby suspended on and after the 30th April, 1919, until further notice.

(2) Such suspension shall not affect the previous operation of the said Order or the validity of any action taken thereunder, or the liability to any penalty or punishment, in respect of any contravention or failure to comply with the said Order prior to such suspension, or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as The Blast-Furnace Dust (Suspension) Order, 1919.

15th April. [*Gazette*, 15th April.

Agricultural Wages Board Orders.

The following notices, under the Corn Production Act, 1917, are published in the *London Gazette* for 15th April:—

Further Variation of the Determination of the Value of a Cottage as a "Benefit or Advantage" in Somerset.

Proposal to Vary the Definition of Overtime Employment in Cumberland, Westmorland and the Furness District of Lancashire.

Proposal to Cancel the Special Minimum Rates of Wages Fixed for Shepherds, Stockmen, Waggoners and Milkmen in Northamptonshire.

Proposal to Cancel the Special Minimum Rates of Wages Fixed for Horsemen, Stockmen and Shepherds in Hertfordshire.

Proposal to Cancel the Special Minimum Rates of Wages Fixed for Teammen, Cowmen and Shepherds in Shropshire.

Proposal to Cancel the Special Minimum Rates of Wages Fixed for Horsemen, Stockmen and Shepherds in Kent.

Proposal to Cancel the Special Minimum Rates of Wages Fixed for Teammen, Cowmen and Shepherds in Sussex.

Proposal to Cancel the Special Minimum Rates of Wages Fixed for Head Carters, Head Cowmen and Head Shepherds in Wiltshire.

Proposal to Cancel the Special Minimum Rates of Wages Fixed for Stockmen, Shepherds and Horsemen in Surrey.

Food Orders.

THE EGGS (LICENSING OF WHOLESALE DEALERS AND DISTRIBUTION) ORDER, 1918.

THE EGGS (PRICES) ORDER, 1918.

General Licence.

The Food Controller hereby authorizes any person until further notice to deal in eggs, notwithstanding that such person is not the holder of a licence as a wholesale dealer in eggs under the Eggs (Licensing of Wholesale Dealers and Distribution) Order, 1918, and on and after the 17th March, 1919, until further notice, any eggs may be sold or bought free from the restrictions imposed by the Eggs (Prices) Order, 1918 [S.R. & O., Nos. 1140 and 1429 of 1918.]

11th March.

THE FRESHWATER FISH ORDER, 1919.

1. Any person may between the 18th March and the 15th June, 1919 (both inclusive), buy, sell, expose for sale or have in his possession for sale any freshwater fish certified by the Fishmongers' Company to be freshwater fish imported from abroad or from Scotland or Ireland.

2. For the purposes of this Order the expression "freshwater fish" shall have the meaning assigned by the Freshwater Fisheries Act, 1878.

3. This Order may be cited as the Freshwater Fish Order, 1919.

18th March.

THE MILK (REGISTRATION OF DEALERS) ORDER, 1918.

Directions relating to Returns to be made by Wholesale Dealers in Milk.

In exercise of the powers reserved to him by the above Order [S.R. & O., No. 34 of 1918] and of all other powers enabling him in that behalf, the Food Controller hereby orders that the following directions shall be observed by all persons concerned:—

1. Every wholesale dealer in milk shall, until further notice, make, on or before the Wednesday following the last Saturday in each calendar month, an accurate return of his dealings in milk during the four-weekly period ending at midnight on the previous Saturday, or, where such Saturday is the fifth Saturday in the month, during the five-weekly period so ending, on the official Form M.F. 8A Revised, or such other form as the Food Controller may from time to time prescribe, and shall comply with any directions contained on such form as to its completion or otherwise. The first period shall be the four-weekly period ending on 26th April, 1919.

20th March.

The following Food Orders have also been issued:—

Cattle Feeding Stuffs (Maximum Prices) Order, 1918. Notice as to prices of sacks. 17th March.

The Jam (Distribution) Order, 1918. The Rationing Order, 1918. Directions. 18th March.

NEW EMERGENCY STATUTE.

Increase of Rent and Mortgage Interest (Restrictions) Act, 1919.

An Act to extend, amend and prolong the duration of the Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915, and the enactments amending that Act. [*2nd April*, 1919.

Be it enacted, &c.:—

1. *Promulgation of duration of principal Act.*]—The Increase of Rent and Mortgage Interest (War Restrictions) Act, 1915 [5 & 6 Geo. 5,

c. 97] (hereinafter referred to as the "principal Act"), and the enactments amending that Act, shall continue in force until Lady Day nineteen hundred and twenty-one, but during the period (hereinafter referred to as "the extended period") between the time when but for this Act the principal Act would have expired and the said Lady Day the principal Act shall have effect subject to the modifications contained in the two next succeeding sections.

2. *Limited power of increasing rents during the extended period.*]—(1) An increase in the rent of a dwelling-house to which the principal Act applies payable in respect of the extended period or any part thereof which would but for the principal Act be recoverable, shall be recoverable if or so far as the amount of the increase does not exceed ten per centum of the standard rent:

Provided that no such increase shall be due or recoverable if the sanitary authority of the district in which the house is situate on the application of the tenant certifies that the house is not reasonably fit for human habitation or is not kept in a reasonable state of repair, nor in any case until or in respect of any period prior to the expiry of four clear weeks after the landlord has served upon the tenant a notice in writing of his intention to increase the rent, and informing the tenant of his right to apply to the sanitary authority for such a certificate as aforesaid.

(2) On any such application to a sanitary authority a fee of one shilling shall be payable, but if the authority, as a result of the application, issues such a certificate as aforesaid the tenant shall be entitled to deduct the amount of the fee from any subsequent payment of rent.

(3) The increase of rent permitted by this section shall be in addition to any increase permitted by section one of the principal Act.

3. *Limited power of increasing rate of mortgage interest.*]—Nothing in the principal Act shall prevent an increase in the rate of interest payable in respect of the extended period on a mortgage to which the principal Act applies, if the increase does not exceed one half per centum per annum, and the rate when so increased does not exceed five per centum per annum, and subsection (4) of section one of the principal Act shall apply as if the reference therein to the standard rate included a reference to such increased rate.

4. *Extension of principal Act to higher-rented houses.*]—As from the passing of this Act, the principal Act and the enactments amending that Act shall extend to houses or parts of houses let as separate dwellings where such letting does not include any land other than the site of the dwelling-house and a garden or other premises within the curtilage of the dwelling-house, and where—

(*a*) in the case of a house situated in the metropolitan police district, including the City of London, both the annual amount of the standard rent and the rateable value of the house or part of the house exceed thirty-five pounds, and neither exceeds seventy pounds;

(*b*) in the case of a house situated in Scotland, both the annual amount of the standard rent and the rateable value of the house or part of the house exceed thirty pounds, and neither exceeds sixty pounds;

(*c*) in the case of a house situated elsewhere, both the annual amount of the standard rent and the rateable value of the house or part of the house exceed twenty-six pounds, and neither exceeds fifty-two pounds;

and shall also extend to mortgages (not being mortgages to which the principal Act as originally enacted applies), where the mortgaged property consists of or comprises one or more of such dwelling-houses as aforesaid or any interest therein, subject, however, to the exceptions mentioned in sub-section (4) of section two of the principal Act, but in the application to those houses and mortgages the principal Act and the enactments amending that Act shall have effect, subject to the following modifications:—

(i) for sub-section (1) of section one of the principal Act, exclusive of the provisoes to that sub-section, the following provisions shall be substituted:—

> Where the rent of a dwelling-house to which this Act applies or the rate of interest on a mortgage to which this Act applies has been since the twenty-fifth day of December nineteen hundred and eighteen, or is hereafter increased and such increase would apart from this Act have been recoverable, then, if the increased rent exceeds by more than ten per centum the standard rent, or the increased rate of interest exceeds by more than one half per centum per annum the standard rate, the amount of such excess above the said ten per centum or one half per centum, as the case may be, shall, notwithstanding any agreement to the contrary, be irrecoverable from the tenant or the mortgagor, as the case may be, and, if paid, may be recovered by the tenant or mortgagor in the manner and subject to the provisions of sub-section (1) of section five of the Courts (Emergency Powers) Act, 1917 [7 & 8 Geo. 5, c. 25];

(ii) in proviso (1) to sub-section (1) and sub-sections (2) and (4) of section one of the principal Act the fourth day of March nineteen hundred and nineteen shall be substituted for the twenty-fifth day of November nineteen hundred and fifteen;

(iii) in sub-section (3) of section one of the principal Act references to the date of the passing of the principal Act shall be construed as references to the date of passing of this Act;

(iv) in sub-section (4) of section one of the principal Act for the reference to the standard rate there shall be substituted a reference to the rate permitted by this section;

(v) at the end of paragraph (*a*) of sub-section (1) of section two of the principal Act there shall be inserted the following proviso:—

> Provided that, if the rateable value of the dwelling-house on the said third day of August exceeds the standard rent as so defined, that rateable value shall, as respects that house, be deemed to be the standard rent.

5. *Minor amendments of the principal Act.*]—(1) A landlord of a house to which the principal Act, either as originally enacted or as extended by this Act, applies shall, on being so requested by the tenant of the house, furnish to him a statement as to what is the standard rent of the house, and if he fails within fourteen days to do so, or furnishes a statement which is false in any material particular, he shall be guilty of an offence and liable on summary conviction to a fine not exceeding ten pounds.

(2) Where a person who has, since the thirtieth day of September nineteen hundred and seventeen, purchased a house to which the principal Act, either as originally enacted or as extended by this Act, applies, requires the house for his own occupation or that of some person in his employ, or in the employ of some tenant from him, nothing in the Increase of Rent, &c. (Amendment) Act, 1918 [8 Geo. 5, c. 7], shall be construed as preventing the court from making an order for the recovery of possession of the house, if, after considering all the circumstances of the case, including especially the alternative accommodation available for the tenant, the court considers it reasonable to make such an order.

(3) The principal Act, both as originally enacted and as extended by this Act, shall have effect as if in proviso (vi) to sub-section (1) of section one of that Act after the word "until" there were inserted the words "or in respect of any period prior to."

(4) Any rooms in a dwelling-house the subject of a separate letting as a dwelling shall, for the purposes of the principal Act and this Act, be treated as a part of a house let as a separate dwelling.

6. *Limitation on rent of houses let furnished.*]—(1) Where the occupier of a dwelling-house to which the principal Act, either as originally enacted or as extended by this Act, applies, lets, or has, before the passing of this Act, let the house or any part thereof at a rent which includes payment in respect of the use of furniture, and it is proved to the satisfaction of the county court on the application of the lessee that the rent charged yields to the occupier a profit more than twenty-five per centum in excess of the normal profit as hereinafter defined, the court may order that the rent, so far as it exceeds such sum as would yield such normal profit and twenty-five per centum, shall be irrecoverable, and that the amount of any payment of rent in excess of such sum which may have been made in respect of any period after the

passing of this Act, shall be repaid to the lessee, and, without prejudice to any other method of recovery, may be recovered by him by means of deductions from any subsequent payments of rent.

(2) For the purpose of this section "normal profit" means the profit which might reasonably have been obtained from a similar letting in the year ending on the third day of August, nineteen hundred and fourteen.

7. *Amendment of definition of standard rent.*) At the end of paragraph (a) of sub-section (1) of section two of the principal Act, the following words shall be inserted:—

Provided that, in the case of any dwelling-house let at a progressive rent payable under a tenancy agreement or lease, the maximum rent payable under such tenancy agreement or lease shall be the standard rent.

8. *Exception of new houses.*) Neither the principal Act nor this Act shall apply to houses erected after or in course of erection at the passing of this Act.

9. *Application of Act to Scotland.*) In the application of this Act to Scotland—

(a) the twenty-eighth day of May shall be substituted for Lady Day and the local authority under the Public Health (Scotland) Act, 1897 [60 & 61 Vict., c. 38], shall be substituted for the sanitary authority;

(b) as from the commencement of the extended period the principal Act shall be amended by the insertion in proviso (iv) of sub-section (1) of section one, after the word "dwelling-house" where first occurring therein, of the words "or where by the law of Scotland owners' rates are chargeable on the landlord of any dwelling-house."

10. *Application of Act to Ireland.*) In the application of this Act to Ireland—

(a) the first day of May shall be substituted for Lady Day in the case of tenancies where the former day is the gale day;

(b) the medical officer of health of a dispensary district shall be substituted for the sanitary authority in section two of this Act, and the issue of certificates and the payment of fees in connection with applications by tenants under the said section shall be subject to regulations to be made by the Local Government Board for Ireland.

11. *Short title and construction.*) This Act may be cited as the Increase of Rent and Mortgage Interest (Restrictions) Act, 1919, and shall be construed as one with the principal Act.

Mr. A. J. Walter's Death.

Mr. Walter Schröder, the St. Pancras coroner, says the *Times*, held an inquiry, on Tuesday, into the death of Mr. Arthur James Walter, K.C., aged fifty-seven, who was killed on the 9th inst., at Euston-square Station, on the Metropolitan Railway. Mr. E. B. Rawlings, who appeared for the Metropolitan Railway Company, expressed the deep regret of the directors of the company.

Mrs. Florence Maud Walter, widow of the dead man, said that her husband had enjoyed "wonderfully good health" until last June, when he had a nervous breakdown and was advised to rest for a year. Since that time he had not practised at the Bar. He had spent some time at his shooting box in Wales and afterwards with his brother, a doctor. He was singularly free from depression and had no troubles, financial or other. He was of the most genial and happy disposition. He had never threatened to do himself any injury. The witness was not aware that he was coming to London last Wednesday. The last time she saw him was four weeks ago, when he complained of his head and said it made him feel faint. Since the beginning of the war in addition to his practice at the Bar he had devoted much of his time to war work.

Dr. E. C. Walter said that his brother had been staying with him at Wallingford since November. He was in a state of physical exhaustion, commonly called a nervous breakdown.

A car cleaner stated that Mr. Walter leaped off the platform to the centre rail and the train passed over him.

Dr. Thomas Rose, who examined the body, said that death was probably instantaneous and due to shock through a fractured skull and internal injuries.

A verdict of "Suicide during temporary insanity" was returned.

Obituary.

Mr. A. J. Walter, K.C.

The Bar and science have, says the *Times*, suffered a great bereavement by the untimely death of Mr. Arthur James Walter, who was killed on the Underground Railway on the 9th inst. Mr. Walter had no equal in the conduct of patent cases. He was not a mere student of patent law; he loved science, and, able advocate that he was, he might have been accused of being a spoilt chemist. To those who knew of his scholarship it would be unnecessary to recall that he had a distinguished legal career. He was called to the Bar by the Inner Temple in 1885, after he had proved his capacity as a man of science and a lawyer to a great number of his colleagues. From that time he made steady progress with the support of those who recognized beneath a courteous deference, almost amounting to humility, the profundity of a studied man. Such men are rare nowadays at the Bar. That is one of the reasons why his death will be regretted. He lived for his work. Outside it he seemed to have no thoughts but for his friends, and he had many. His passion—it cannot be rated lower—for chemistry and electricity led him to make many valuable experiments in his private laboratory. No persons ever contested a great patent action without his advice, and, if they were lacking, without his assistance. He laid claim to no "style" at the Bar, but few men have been able to fasten on themselves the attention of the Bench as he did. On one occasion, it is said, when he was cross-examining an expert chemist, he inquired whether it would be possible to prove a certain thing by experiment. The expert replied that no such experiment had ever been made, or could be made. Upon that answer Walter asked whether the expert would be surprised to learn that a member of the Bar (himself) had made the experiment with success. Thereupon he described the results of his private experiments, apparently, without fear that his patent might be infringed. No patent action seemed to be a serious dispute unless he was retained in it. He appeared in the Marconi Patent cases and in the great war appeal, *In re* Merten's Patent, which raised a question of the rights of aliens to sue in our Courts during war. It is unfortunate that at a moment when there have been criticisms of specialization under our legal system, a great specialist, chemist and lawyer, should be removed by death. Mr. Walter married in 1891 Florence Maud, third daughter of Canon Carver.

Major-General Sir George K. Scott-Moncrieff, writing to the *Times* (16th inst.), says:—With reference to the obituary notice of Mr. A. J. Walter, K.C., which appears in the *Times* of to-day, will you permit me to say that for a period of three-and-a-half years he was a member of the Field Service Committee of the Munition Invention Panel, of which committee I had the honour of being chairman? The vast variety of inventions brought before us, comprising clothing, equipment, patent foods, artificial limbs, devices for camping, expedients for bridges, and many other subjects, made it of the utmost importance that we should have the best advice of one versed in patent law, and this we were fortunate in obtaining from Mr. Walter. He undertook the very arduous task of sifting the mass of material before it came before the committee, and I am sure I am expressing the feeling of all the members when I say that not only was his legal and scientific advice to us of the utmost value, but the modesty and bright humour with which he presented to us the results of this labour helped materially to relieve the strain of our labours and to introduce the human element of sympathy, which is often lacking in the work of a committee. It is with the utmost sorrow that I read of his death, a feeling which I am sure will be shared by all those who were privileged to be associated with him.

10, Vicarage-gate, W., 12th April.

Legal News.

Appointments.

Mr. George O'Donnell Walton (Attorney-General, Saint Lucia), has been appointed to be Attorney-General of the Colony of British Honduras.

Lieutenant-Colonel Raymond Ewings Negus, D.S.O., Barrister-at-Law, has been appointed to be Attorney-General of the Island of Saint Lucia.

The Attorney-General has appointed Mr. Alfred Clive Lawrence, barrister-at-law, to be Junior Counsel to the Ministry of Labour.

Mr. J. A. Clyde, K.C., M.P., Lord Advocate for Scotland, has been elected an honorary Bencher of Gray's Inn.

Mr. Cunliffe, K.C., has been elected a Bencher of Lincoln's Inn.

Changes in Partnerships.

Dissolutions.

John A. Maxwell and George W. Dampney, solicitors (Maxwell & Dampney), 52, Bishopsgate, E.C. 2. Aug. 31.

Robert William Regge and Samuel Hooley Ackroyd, solicitors (Regge & Ackroyd), 1 Broad-street-place, Finsbury-circus, E.C. March

25. So far as concerns the said Samuel Hooley Ackroyd, who retires from the said firm; the said Robert William Regge will continue to carry on the said business under the style or firm of Regge & Ackroyd. [*Gazette*, April 11.

ERNEST WILSON and JOSEPH IBBOTSON KEER, solicitors (Ernest Wilson & Keer), 2, Meeting-house-lane, Sheffield. March 31.

WILLIAM GREEN BRIGHTEN and ARTHUR WILLIAM LEMON, solicitors (Brighten & Lemon), 1, Crutched Friars, London. April 5. Such business will be carried on in the future by the said Arthur William Lemon and Lieut.-Col. George Stanley Brighten.

[*Gazette*, April 15.

Information Required.

TO SOLICITORS.—Will the City solicitor who executed or attested a will since the Armistice for Private **ROLAND BRERETON BARLOW**, late of Bloemfontein, South African Infantry, deceased, kindly communicate with Julian Stephens (Limited), 19A, Coleman-street, London, E.C. 2, agents for the executors.

General.

Mr. William Coleman, chief clerk, Rochester County Court, has just entered his sixtieth year in the one employment.

Mr. Sydney Johnson Porter, of Hagley-road, Edgbaston, and Bennett's Hill, Birmingham, solicitor, left estate of gross value £45,162.

The following gentlemen, who have recently been appointed to be His Majesty's counsel, were on the 7th inst. called within the Bar in the various Courts:—Mr. Richard Ringwood, Sir William Garth, Mr. Boydell Houghton, Mr. S. H. Emanuel, Mr. J. M. Gover, Mr. C. E. Dyer, Mr. Daniel Stephens, Mr. John O'Connor, Mr. Owen Thompson, Mr. E. M. Samson, Mr. Alexander Neilson, the Hon. M. M. Macnaghten, Mr. Eustace Hills, Sir Claud Schuster, Mr. J. F. W. Galbraith, Mr. Stuart J. Bevan, Mr. R. F. Bayford, Mr. C. A. McCurdy, Mr. A. F. C. Luxmoore, and Mr. Artemus Jones.

The following gentlemen, who have recently been appointed to be His Majesty's counsel, were on the 8th inst. called within the Bar in the various Courts:—Mr. H. C. Cautley, Mr. Wingate Saul, Mr. E. M. Konstam, Mr. A. M. Sullivan, Mr. Courthope Wilson, Mr. Greaves Lord, Mr. C. R. Dunlop, Mr. H. Curtis Bennett, Mr. A. R. Kennedy, Mr. J. G. Hurst, Mr. W. N. Raeburn, Mr. Patrick Hastings, Mr. F. B. Merriman, Mr. Barrington-Ward, Sir Hamar Greenwood, Bt., the Right Hon. J. Ian Macpherson, and Mr. A. T. Miller.

Mr. J. M. Gover, K.C., will attach himself to the Court of Mr. Justice Younger; Mr. Owen Thompson, K.C., to the Court of Mr. Justice P. O. Lawrence; Mr. J. F. W. Galbraith, K.C., to the Court of Mr. Justice Sargant; Mr. A. Fairfax C. C. Luxmoore, K.C., to the Court of Mr. Justice Astbury; and Mr. W. Courthope T. Wilson, K.C., to the Court of Mr. Justice Eve.

If the water scheme of the Manchester Corporation now before Parliament is carried out, it will, by raising the level of Haweswater, submerge the Dun Bull Hotel at Mardale. This inn is well known to visitors to the Lake country as it provides the only facilities available for many miles for shelter and refreshment. The Commons and Footpaths Preservation Society have now received an undertaking that the Manchester Corporation will provide suitable premises in the Mardale Valley to take the place of the Dun Bull.

A Reuter's message from Cairo dated 20th March says:—In consequence of the strike of members of the native Bar, a proclamation has been issued by the Commander-in-Chief suspending the provisions of the law requiring the presence of advocates in the native Courts and empowering the Courts to determine all matters within their jurisdiction. The Courts may also of their own motion raise a legal plea benefiting any party, while any party to the suit, criminal or otherwise, may be represented by any person appointed for the purpose.

The New York correspondent of the *Times*, in a message dated 14th April, says:—The only one of the anti-League round-robin Senators to comment on the amended draft of the League of Nations so far is Mr. Cummins, Iowa. He states that he will vote for the draft as amended. Mr. Lodge and others refuse to say anything until they have had an opportunity of studying the document carefully. No doubt exists of the eventual passage of the League of Nations in its present shape through the Senate. The Republicans declare that the amendments constitute a victory for their contentions.

The small but historic Lordship of the Manor of Exbourne, Devon, with its minute rent-roll of £5 17s. 8d., with other portions of the estate of the late Sir Roper Lethbridge, has been sold by auction at the Manor House. A quaint survival is the entry in the rent-roll of the reservation of an annual payment to the Lord of "six new-laid eggs and three dahlia blooms," in respect of one holding. A feature of the sale was the folio Court Roll, handsomely bound in red morocco, and decorated in gilt, with the name and arms of the late Lord, and margined by a floral design exquisitely tooled after the best manner of the old binders. In its pages glimpses are to be obtained of the old ceremonial of the Court Baron with its suits and services, homage and fealty, and of twentieth century gentlemen holding strange feudal titles.

Mr. Justice Darling, says the *Times*, dismissed an application made in the Court of Criminal Appeal on Tuesday by F. G. Williams for leave to appeal against a sentence at Birmingham Assizes of fifteen months' hard labour and twelve strokes of the cat for robbery with violence of a Canadian soldier. His Lordship said that many years ago cases of robbery of that kind were prevalent at Cardiff, and a large number of them came before Mr. Justice A. T. Lawrence. It had not been the practice in punishing persons convicted of that crime to resort to flogging, and the result was that the crime increased tremendously. It was then ordered that the punishment of flogging should be inflicted, and after that had been done for a considerable time there was not another case of the kind at the assizes.

At the Central Criminal Court last Saturday, says the *Times*, before Mr. Justice Salter, the trial was concluded of Oswald Milne, sixty, solicitor, on bail, on the indictment charging him with converting to his own use and benefit money of which he was trustee or which had been received by him for and on account of other persons. The jury found the defendant guilty, and Mr. Justice Salter sentenced him to three years' penal servitude. Mr. Travers Humphreys, Mr. H. D. Roome, and Mr. Kendal Grimston prosecuted: Mr. Colam, K.C., and Mr. A. S. Comyns Carr appeared for the defendant, who pleaded "Not guilty." The defendant denied that he had misappropriated the money. He said that he had never been insolvent. He believed he was making a good investment for his clients in handing over to them the agreements in respect of the shares, which in his opinion would be of great value now that the termination of the war permitted the company to begin business.

Court Papers.

High Court of Justice.

EASTER VACATION, 1919.

NOTICE.

There will be no sitting in Court during the Easter Vacation.

During the Easter Vacation all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Roche.

The Honourable Mr. Justice Roche will act as Vacation Judge from Thursday, 17th April, to Monday, 28th April, both days inclusive. His Lordship will sit in King's Bench Judges' Chambers on Thursday, 24th April, at 10.30 o'clock. On other days within the above period applications in urgent matters may be made to his Lordship by post or, if necessary, personally.

When applications are made by post the brief of counsel should be sent to the Judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C. 2."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the Judge will be returned to the Registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice,
4th April, 1919.

Crown Office,
8th April, 1919.

Days and places appointed for holding the Intermediate Spring Assizes, 1919:—

NORTHERN CIRCUIT.

Mr. Justice Shearman.
Mr. Justice Sankey.

Wednesday, 30th April, at Liverpool (Civil and Criminal).
Monday, 19th May, at Manchester (Civil and Criminal).

NORTH-EASTERN CIRCUIT.

Mr. Justice A. T. Lawrence.
Mr. Justice Coleridge.

Saturday, 3rd May, at Leeds (Civil and Criminal).

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 11.

ASSOCIATED SHIPPING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 16, to send their names and addresses, with particulars of their debts or claims, to ThomasGreenhill, 52, Queen Victoria-st., liquidator.

BIRMINGHAM CINEMATOGRAPH CO., LTD.—Creditors are required, on or before April 23, to send their names and addresses, and the particulars of their debts or claims, to B. W. M. Whitehill, 61, Broad-st.-av., liquidator.

BRIDLINGTON GARAGE CO., LTD.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to John Henry Trease, Parade-chmbrs., South-parade, Nottingham, liquidator.

SERVICE LAUNDRIES, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 16, to send their names and addresses, with particulars of their debts or claims, to Ernest George Barrett, 39, Coleman-st., liquidator.

UNLIMITED IN CHANCERY.

WILLIAM EDWARDS & SONS.—Coditors are required, on or before May 12, to send particulars of their debts or claims, to James R. Helme, 60, Dawes-st., Bolton, receiver.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, April 8.

London Wall Trust, Ltd.
Samuel Downing & Son, Ltd.
Wallsend, Ltd.
Express Engineering Works, Ltd.
Aeroplane & Motor Bodies, Ltd.
Portobello Estates, Ltd.
Chelsea Estates, Ltd.
George Cummins & Sons, Ltd.
Manor House Nurseries, Ltd.
Oliver, Ling & Co., Ltd.
London News Agency, Ltd.
Gravina Steamship Co., Ltd.
Auction Mart Co., Ltd.
Balboa Steamship Co., Ltd.
British United Cocoa and Chocolate Co., Ltd.
Perseverance Mill (Bolton), Ltd.
H. T. Saunders & Co., Ltd.
Waterfall Timber Co., Ltd.
Tramways and General Works Co., Ltd.
Harvey's Glaze, Ltd.
Folkestone Taxicab Co., Ltd.
Winged Ship Mfg. Co., Ltd.

London Gazette.—FRIDAY, April 11.

Bridlington Garage Co., Ltd.
I. Levin, Ltd.
Zinc Mines of Great Britain, Ltd.
Ashwell & Brasher Co., Ltd.
Criterion Restaurant, Ltd.
Inland Transport and Marine Insurance Co., Ltd.
Motor Union Proprietary, Ltd.
Ricardo A. Mestres, Ltd.
Well Line, Ltd.
Marshall & Snelgrove, Ltd.
Birmingham Cinematograph Co., Ltd.
Holmes Chapel Wall Paper Co., Ltd.
Manila Trading Co., Ltd.
Hadleigh Motor Bus Co., Ltd.
Sneyd Bycars Co., Ltd.
William Shepherd & Sons, Ltd.
Irish Chilling Co., Ltd.
Eldon Aviation Co., Ltd.
North Cornwall China Clay Co., Ltd.
A. Etheridge & Sons, Ltd.
Par (No. 1) Steamship Co., Ltd.

Winding-up of Enemy Businesses.

London Gazette.—FRIDAY, March 28.

CEDES ELECTRIC TRACTION, LTD.—Creditors are required to send, by prepaid post, to Herbert Edward Burgess, 33, Carey-st., Controller.

DICKMANN BROTHERS & CO., LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts and claims, to R. Evans Smith, 53, New Broad-st., liquidator.

London Gazette.—TUESDAY, April 8.

M. KOHNSTAM & CO. AND KEEN & CO., 24, Milton-st.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. William George Jefferys, 66, Coleman-st., controller.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 4.

WILSON, GEORGE HENRY, Elm Park-gdns., Chelsea. May 1. Goldstein v. Wilson, Peterson, J. John Henry Downey, 5, Clifford-st.

Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 4.

ADAMS, CHARLES, West Bromwich, Iron and Steel Merchant. May 1. Dale & Co., Birmingham.

ATWELL, WILLIAM THOMAS, Leigh-on-Sea. May 2. H. R. Hodder, 76, Finsbury-pvemt.

BARRY, DOROTHY ANN, Scarborough. May 31. Seaton Gray, White & Co., Whitby.

BARTLETT, MATILDA, Landport, Portsmouth. May 2. James Allen, Portsmouth.

BEARD, ROBERT WILLIAM, Charlton, Kent, Stoker. May 15. Hughes, Narborough & Thomas, 33, Green's-end, Woolwich.

BRUCE, EDWARD TYRRELL, Folkestone. May 2. Dowsons, 18, Adam-st., Adelphi.

BUNCE, HERBERT WILLIAM, Sandgate, Kent. May 5. Geo. Warden Haines, Folkestone.

BURT, Miss ANNIE, Swanage. May 3. J. R. Slade, Swanage.

CAHILL, VENCENTIA MATILDA, Camden-rd. May 5. G. D. Dean, 89, Pall Mall.

CAUNT, ELIZABETH, Walsall. May 31. H. Lenton Lester, Walsall.

CHAPPELL, JOSHUUA, Ecclesfield, Yorks. May 10. Smith, Smith & Fielding, Sheffield.

CHARLTON, HANNAH, Newcastle-upon-Tyne. May 7. Robert Brown & Son, Newcastle-upon-Tyne.

COOKE, JOHN ALDERSON, Staplegrove, near Taunton. May 1. W. Hubert Smith & Co., 10 Fenchurch-bldgs.

COOPER, THOMAS HENRY, Garforth, York. May 1. Granger & Neild, Leeds.

CRIPPS, SYDNEY BUSH, Beaconsfield, Bucks, Marble Merchant. April 26. Bowkers, 11, Queen Victoria-st.

DAVIES, DAVID, Tonypandy. April 15. J. Evans Thomas & Co., Liverpool.

DEAN, ARTHUR, Bradford, House Furnisher. April 30. Albert V. Hammond, Bradford.

DOWELL, SARAH JANE, Surbiton, Surrey. May 9. Benham, Barrett Synnott & Wade, Suffolk House, Laurence Pountney-hill.

FLOOD, SAMUEL, Ibstock, Leicester. May 10. Ingram, Berridge & Co., Leicester.

GEE, MARY, Walsall. May 31. H. Lenton Lester, Walsall.

GONDOLO, AUGUSTE, Wandle-rd., Wandsworth, Chef. April 30. Wyatt & Co., 26 Victoria-st.

HADDY, HARRIETT MARTHA, Clifton, Bristol. May 10. D. A. Clark, Bristol.

HATFIELD, SAMUEL, Clown, Derby. May 31. Alderson, Son & Dust, Sheffield.

HIBBARD, ARTHUR, Brampton-en-le-Morthern, Yorks. April 21. E. J. Twigg, Rotherham.

HILDRED, CHARLES WILLIAM, Catford. May 9. Theodore Goddard & Co., 16, Serjeants-inn, Temple.

HOLBERTON, GEORGE ROBERT ORTLEY, Plymouth. May 1. Woollcombes & Yonge, Plymouth.

HOOPER, ADOLPHUS, East Harptree, Somerset, Licensed Victualler. April 30. William Nixon, Glastonbury.

HOOPER, EMILY, East Harptree, Somerset. April 30. William Nixon, Glastonbury.

HORLEY, FRANCIS WILLIAM, Solihull, Warwick. May 1. Philip H. Sharpley, Birmingham.

HOWARD, ARTHUR RICHARD, Hulme, Manchester, Fish Agent. May 26. C. H. Simpson & Simpson, Manchester.

HUGHES, THOMAS, Manchester. May 10. Crofton, Craven & Co., Manchester.

JENKINSON, SAMUEL, Norwich. May 2. Claude Stratford, Norwich.

KENT, JOSEPH, Crowle, Lincoln. April 21. E. J. Twigg, Rotherham.

KNIGHT, MARY, Newbury. May 5. Ernest R. Flint, Newbury.

LANGLEY, CHARLES AYLMER, Assam, India, Tea Planter. May 9. Wm. Corbett Goulding, 49, Finsbury-pvmt.

LANGLEY, SARAH ANN, Charlton, Wilts. May 5. Clark & Smith, Malmesbury.

LOCKWOOD, EDWARD FRANCIS, Oxford, Engineer. May 12. Wilkins & Toy, Chipping Norton.

MARDJOURIAN, ANDON, Richmond, Surrey, Bank Clerk. May 6. Clinton & Co. 59/60, Chancery-ln.

MARTIN, FRANCIS, and MARTIN, JOSHUA GIBBS, Aldeburgh, Suffolk. May 15. Notcutt & Son, Ipswich.

MILLER, HAROLD NORGATE, Bromley, Kent. April 30. Rivers & Milne, 88, Gracechurch-st.

MUSGRAVE, FRANCES ANN, Cadogan-gdns. April 30. Dowsons, 18, Adam-st., Adelphi.

MUSGRAVE, FLORENCE SOPHIA, Cadogan-gdns. April 30. Dowsons, 18, Adam-st., Adelphi.

NATHAN, SARAH, Kensington. May 8. Joseph & Hyam, 17, Finsbury-pvmt.

OSBORNE, JULIA, Lanner, Cornwall. May 14. Jenkin, Graham & Cooke, Redruth.

PARKINSON, JAMES FREDERICK, Colney Hatch-ln., Muswell Hill. May 17. Leader, Plunkett & Leader, 76, Newgate-st.

PIERSON, CHARLES THOMPSON KENYON, Sale, Chester. April 30. Crofton, Craven & Co., Manchester.

PURNELL, CHARLES ARTHUR, Worthing. May 14. R. W. H. Green, Worthing.

QUICK, EDWIN HARDING, Vernhams Dean, Southampton, Farmer. May 3. Lamb & Son, Andover, Hants.

RAVENSCROFT WALTER, Towyn, Merioneth. May 1. Kerr & Ramsden, Moorgate Station-chmbrs.

REARDON, WILLIAM HURLEY, Brisbane, Queensland. July 31. H. P. Russell, Bexley Heath.

RICHARDSON, SARAH, Flimby, Cumberland. May 9. Alfred Crerar, Maryport.

RICKWOOD, HENRY, Ely, Cambridge, Furniture Dealer. May 6. Hall & Campbell, Ely.

SAMUELS, WILLIAM LEYCESTER, Boscombe, Hants. April 23. C. H. Walton & Hurd, 55, Fore-st.